



Republic of the Philippines  
Supreme Court  
Manila

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

**BIDDING DOCUMENTS**

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*Procurement of Comprehensive  
Healthcare Plan for Supreme Court  
Officials and Employees for Two (2)  
Years*



## Table of Contents

|  |    |
|--|----|
| Glossary of Acronyms, Terms, and Abbreviations                         | 2  |
| Section I. Invitation to Bid   | 5  |
| Section II. Instructions to Bidders                                    | 7  |
| 1. Scope of Bid  | 7  |
| 2. Funding Information   | 7  |
| 3. Bidding Requirements  | 7  |
| 4. Corrupt, Fraudulent, Collusive, and Coercive Practices              | 7  |
| 5. Eligible Bidders  | 7  |
| 6. Origin of Goods   | 8  |
| 7. Subcontracts  | 8  |
| 8. Pre-Bid Conference  | 8  |
| 9. Clarification and Amendment of Bidding Documents                    | 9  |
| 10. Documents comprising the Bid: Eligibility and Technical Components | 9  |
| 11. Documents comprising the Bid: Financial Component                  | 9  |
| 12. Bid Prices   | 9  |
| 13. Bid and Payment Currencies   | 10 |
| 14. Bid Security   | 10 |
| 15. Sealing and Marking of Bids  | 10 |
| 16. Deadline for Submission of Bids                                    | 10 |
| 17. Opening and Preliminary Examination of Bids                        | 11 |
| 18. Domestic Preference  | 11 |
| 19. Detailed Evaluation and Comparison of Bids                         | 11 |
| 20. Post-Qualification   | 12 |
| 21. Signing of the Contract  | 12 |
| Section III. Bid Data Sheet  | 13 |
| Section IV. General Conditions of Contract                             | 20 |
| 1. Scope of Contract   | 20 |
| 2. Advance Payment and Terms of Payment                                | 20 |
| 3. Performance Security  | 20 |
| 4. Inspection and Tests  | 20 |
| 5. Warranty  | 21 |
| 6. Liability of the Supplier   | 21 |
| Section V. Special Conditions of Contract                              | 22 |
| Section VI. Schedule of Requirements                                   | 23 |
| Section VII. Technical Specifications                                  | 25 |
| Section VIII. Checklist of Technical and Financial Documents           | 62 |



## ***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** – Bangko Sentral 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 amount allotted for Other Maintenance and Operating Expenses under the General Appropriations Act on the year the expense will be incurred, intends to apply the sum of **Two Hundred Million Pesos (₱200,000,000.00) inclusive of Value-Added Tax**, being the Approved Budget for the Contract (ABC) to payments under the contract for the ***Procurement of Comprehensive Healthcare Plan for Supreme Court Officials and Employees for Two (2) Years – ITB No. 2021-22.*** 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 30, 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 **Thirty Three Thousand Pesos (₱33,000.00)**. 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 **September 7, 2021, 1:00 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 **September 7, 2021, 10:00 a.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 21, 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 21, 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](mailto:scbacgs2010@gmail.com); [bacgs.sc@judiciary.gov.ph](mailto: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 30, 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 Plan for Supreme Court Officials and Employees for Two (2) Years*, with identification number *ITB No. 2021-22*.

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 *Two Hundred Million Pesos (₱200,000,000.00) inclusive of Value-Added Tax*.

2.2. The source of funding is the amount allotted for Other Maintenance and Operating Expenses under the General Appropriations Act on the year the expense will be incurred, pursuant to CAF No. 2021-15/OTHERS dated 10 June 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><b>Instructions regarding indexing of Eligibility and Technical Components:</b></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 <b>indexed</b> as follows:</p> <table><tr><th colspan="2">ENVELOPE NO. 1<br/>TECHNICAL COMPONENT</th></tr><tr><td></td><td>CLASS “A” DOCUMENTS</td></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 the equivalent document for Exclusive Economic Zones or Areas</p></td></tr></table> | ENVELOPE NO. 1<br>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 the equivalent document for Exclusive Economic Zones or Areas</p> |
| ENVELOPE NO. 1<br>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 the equivalent document for Exclusive Economic Zones or Areas</p>  |                                       |  |  |                     |            |                 |     |  |



|  |     |   |
|--|-----|---|
|  |     | I-1.c Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).  |
|  |     | <b>TECHNICAL DOCUMENTS</b>  |
|  | 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> <ol style="list-style-type: none"><li>1. Copies of the Contracts; and<br/><br/>(If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein.)</li><li>2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP)<br/>(For private contracts, NOA or NTP shall not be required.)</li></ol> <p>(See sample <b>Form VIII-A</b> in <b>Section VIII</b>)</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 ₱100,000,000.00.</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>(See sample <b>Form VIII-B</b> in <b>Section VIII</b>)</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><b><u>or</u></b></p> <p>Original copy of Notarized Bid Securing Declaration (<b>use Form VIII-C</b> in <b>Section VIII</b>)</p>   |





|  |                           |  |
|--|---------------------------|--|
|  | I-5                       | Conformity with the Schedule of Requirements<br><i>(Accomplish/use form in Section VI)</i>   |
|  | I-6                       | 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>  |
|  | 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)<br/><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, 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><b>and</b> 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 five (5) 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) or an affiliate of HMO   |



|  |      |   |
|--|------|---|
|  | I-11 | Updated List of accredited hospitals and clinics, with the corresponding list of accredited doctors nationwide.   |
|  | I-12 | Certificate of good standing from at least five (5) accredited major hospitals.   |
|  | I-13 | <p>Statement identifying at least one (1) <b><u>EXISTING</u></b> contract with an annual premium equivalent to at least fifty percent (50%) of the approved budget for the contract (ABC) of ₱200,000,000.00 or <b>₱100,000,000.00</b>.</p> <p>The statement shall be supported by the following documents:</p> <p>1. Copy 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. Copy of the Certificate of Acceptance or Official Receipt of the last payment received.</p>   |
|  | I-14 | Certification/s of at least “Very Satisfactory” Performance from at least two (2) current clients of similar nature to the contract to be bidded  |
|  |      | <b>FINANCIAL DOCUMENTS</b>  |
|  | 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>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> |



|                       |  |                       |                            |      |   |      |  |
|-----------------------|--|-----------------------|----------------------------|------|---|------|--|
|                       | <div><div><div><b><u>or</u></b></div><div>A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation</div></div><div><b>Class “B” Document</b></div><div><div>I-17</div><div>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;<br/><br/><b><u>or</u></b><br/><br/>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.</div></div></div>   |                       |                            |      |   |      |  |
| 11                    | <div><div><b>Instructions regarding indexing of financial documents:</b><br/>The second envelope shall contain documents comprising the financial component of the bid indexed as follows:</div><table><tr><td><b>INDEX<br/>TABS</b></td><td><b>FINANCIAL DOCUMENTS</b></td></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 allowed</i>)</td></tr></table></div> | <b>INDEX<br/>TABS</b> | <b>FINANCIAL DOCUMENTS</b> | 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 allowed</i> ) |
| <b>INDEX<br/>TABS</b> | <b>FINANCIAL DOCUMENTS</b>   |                       |                            |      |   |      |  |
| 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 allowed</i> )   |                       |                            |      |   |      |  |
| 14.1                  | <div>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:<br/><br/>a. The amount of not less than ₱4,000,000.00 [<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<br/><br/>b. The amount of not less than ₱10,000,000.00 [<i>five percent (5%) of ABC</i>] if bid security is in Surety Bond.</div>   |                       |                            |      |   |      |  |
| 15                    | <div><b>Instructions re: Sealing and Marking of bids:</b><br/><br/>Each bidder shall submit <b>three (3) copies</b> of the technical and financial components of its bid: <b>one (1) certified true copy of the original documents</b> and <b>two (2) photocopies thereof</b>.<br/><br/>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:</div>   |                       |                            |      |   |      |  |





|      |  |
|------|--|
| 17   | <p>Bid opening shall be conducted at <b>2:00 p.m.</b> on <b>September 21, 2021</b> within the Supreme Court, Taft Avenue, City of Manila. The following are the rules to be observed:</p> <ol style="list-style-type: none"><li>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.</li><li>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.</li><li>The access link for the video conference will be sent to the declared e-mail address.</li></ol> <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 | One (1) Lot - <i>Procurement of Comprehensive Healthcare Plan for Supreme Court Officials and Employees for Two (2) Years</i>  |
| 20.2 | <p>For purposes of post-qualification, the <b>Procuring Entity</b> 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"><li>The latest <b>income tax returns and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS)</b>:<br/><b>Note:</b> The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</li><li>Valid and subsisting <b>Platinum Certificate of PhilGEPS Registration</b> 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.</li><li>Other appropriate licenses and permits required by law.</li></ol>   |



## ***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 Number | Description  | Quantity  | Total   | Delivered, Weeks/Months   |
|-------------|--|---|---|---|
| 1           | Supreme Court 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                  | Two (2) Years   |
| 2           | Utilization Report (III.13.1 of the Terms of Reference)  | One (1) report every semester   | Four (4) reports in two (2) years                 | Within sixty (60) days counted from the end of every semester             |
| 3           | Updated list of Healthcare 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. (III.13.2 of the Terms of Reference) | A copy of the list to the SC-OAS  | 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 to the members   | For each of the enrolled members through the SC-OAS                     | Based on the submitted number of enrolled members | Within thirty (30) days from the execution of the contract with the Court |
| 5           | Orientation for incumbent Justices, officials, and employees   | One for incumbent Justices and court officials; one for court personnel | At least two (2) orientation /lectures            | Within thirty (30) days after the issuance of the Notice to Proceed       |



|   |  |                 |                             |  |
|---|--|-----------------|-----------------------------|--|
| 6 | Lectures /seminars on pertinent health topics/issues   | One per quarter | Eight (8) lectures/seminars | Within each quarter from the effectivity of the contract |
| 7 | At least one (1) Liaison Officer stationed within the Supreme Court premises, Padre Faura St., Ermita, Manila. Monday to Friday from 8AM to 5PM. |                 |                             | At the start of the effectivity of the contract          |

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  
FOR THE COMPREHENSIVE HEALTHCARE PLAN  
OF THE SUPREME COURT FOR TWO YEARS**

**PRE-QUALIFICATION CRITERIA (FOR BIDDERS):**

1. Must be duly registered with the National Health Insurance Commission and licensed to operate as HMO; or, an affiliate of HMO.
2. At least five (5) years experience in handling government or private accounts on nationwide basis; and,
3. With at least one (1) existing contract with an annual premium equivalent to at least fifty (50) percent of the total approved budget for this contract.

**I. COVERAGE**

1. The following are eligible for membership under the Supreme Court (SC) Healthcare Plan:
  - 1.1. The Chief Justice and Associate Justices of the Court, herein after referred to as “Justices”.
  - 1.2. All other officials and employees of the Supreme Court and the Presidential Electoral Tribunal (PET) whether holding a permanent, temporary, coterminous or casual appointment who are in the service as of the date of effectivity of the Contract, hereinafter referred to as “Employees”.
  - 1.3. Contractual employees of Supreme Court and PET may be enrolled under this plan on voluntary basis.
  - 1.4. The (a) respective spouses of the incumbent Justices of the Supreme Court; (b) qualified dependents (as defined by PhilHealth) of incumbent Justices, (c) compulsorily retired Justices up to the last day of age 74 and, compulsorily retired employees up to the last day of age 69, shall be accorded the privilege of enrolling under the Healthcare Plan, **on voluntary basis**, provided that they shall pay the corresponding premium directly to the HEALTH CARE PROVIDER within two (2) months from the start of the contract.



- 1.5. SC Officials and employees who retire optionally are eligible to enroll under this plan, on voluntary basis, provided their age at time of retirement is not below 60 (sixty) years, and provided further that they shall pay their corresponding premium;
- 1.6. Qualified dependents of Supreme Court officials and employees (as defined by Philhealth) may be enrolled in this Plan, **on voluntary basis**, provided the official employee shall pay the corresponding premium for each qualified dependent.
2. Enrollment for membership shall be done at the start of the contract year for all incumbent Justices and Employees. Coverage shall be until the end of the contract year.
3. Enrollment for membership for those covered under Sections 1.3 1.4, 1.5 and 1.6 shall be done within two months from the start of the contract year. Coverage shall be until the end of the contract year unless they reach the age limits under Section 1.3 at an earlier date.
4. Justices and Employees who enter the service after the execution of the contract but within the contract period shall be covered effective on the date of their appointment or hiring as certified by the Supreme Court - Office of Administrative Services (SC-OAS). The corresponding premiums shall be pro-rated accordingly.
5. Justices and Employees 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 the service. He/she shall pay his/her part of the premium for the remaining period within 60 days from the date of separation from the service. He/she shall, within the same period, refund the counterpart premium paid by the Court for such remaining period.

## II. SERVICES AND BENEFITS

1. The package of benefits under the SC Healthcare Plan shall include the following:
  - A. **Out-Patient Services** shall include:
    - A.1 Professional fees and charges for consultation and management by accredited doctors, specialist/s and sub-specialist/s;



- A.2 Referrals and the corresponding fees/charges for prescribed special diagnostic procedures and other modern modalities of treatment up to the Maximum Coverage Limits (MCL) (*please refer to Annex A hereof*) such as, but not limited to, the following:
- A.2.1 All prescribed diagnostic procedures such as but not limited to x-ray, ECG, Hematology, Blood Chemistry, including Pap Smear for women and PSA for men, and Real Time Polymerase Chain-Reaction Test (RT-PCR), Rapid Antibody Test, Rapid Antigen Test, Saliva Test for Covid19, if medically prescribed;
  - A.2.2 Diagnostic and Therapeutic Ultrasound;
  - A.2.3 Radiographic studies;
  - A.2.4 Rhinoscopic, Bronchoscopic and/or endoscopic exams;
  - A.2.5 3D Imaging, CT scan and/or MRI and/or Pet Scan of body organs or regions;
  - A.2.6 All forms of Echocardiography and Treadmill Stress Test and other cardiac diagnostic, such as Nuclear Cardiac Perfusion study and angiography;
  - A.2.7 Electromyography with Nerve Conduction Tests;
  - A.2.8 Mammography;
  - A.2.9 Peritoneal or Hemodialysis up to the maximum coverage limits;
  - A.2.10 Cancer treatment to include radiotherapy and chemotherapy (whether oral or intravenous), bone marrow transplant and brachytherapy, and others, up to the maximum coverage limits;
  - A.2.11 Eye, ear, nose and throat treatment; and,
  - A.2.12 Coverage for cataract extraction or glaucoma laser treatment up to the MCL. Entitlement to the lens shall be in an amount not exceeding ₱ 10,000.00 per eye.
- A.3 Pre-natal and Post-natal care. Pre-natal care shall include consultation and laboratory examinations. Laboratory examinations for purposes of pre-natal care shall include all of the following:
- A.3.1 Complete Blood Count;
  - A.3.2 Blood typing;
  - A.3.3 Urinalysis;
  - A.3.4 Plain Pelvic Ultrasound; and,
  - A.3.5 Additional tests (in this case, only the initial test shall be covered) may form part of pre-natal care, as may be determined by the attending OB-GYN,



which shall include tests for Hepatitis B antigen, VDRL, and/or Oral Glucose challenge test and/or oral glucose tolerance test.

- A.4 Treatment of minor injuries and illnesses;
- A.5 Minor surgeries not requiring confinement (e.g. excision of cysts and other superficial mass/es);
- A.6 Speech and physical therapy up to 12 sessions per member per contract year;
- A.7 Pulmonary Rehabilitation Therapy (post Covid19) up to 10 sessions.
- A.8 Cauterization of warts up to a maximum of **₱ 5,000.00** per member per contract year;
- A.9 Excision of moles (malignant or suspected to be malignant) up to maximum of ₱10,000.00 per member per contract year;
- A.10 All expenses for OUT-PATIENT SERVICES rendered in accredited hospitals or clinics and done by an accredited physician, specialist or sub-specialist shall be on a “no cash-out basis” and shall be covered up to the Maximum Coverage Limits based on the **HEALTH CARE PROVIDER’S** prevailing Relative Value Units (RVU) rates;
- A.11 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 shall be settled by the **HEALTH CARE PROVIDER** directly with the non-accredited physician. In case the patient prefers a non-accredited physician or specialist of his or her choice, the professional fees shall be settled first by the patient subject to reimbursement by the **HEALTH CARE PROVIDER** based on prevailing RVU (Relative Value Unit) rates.
- A.12 Expenses in non-accredited hospitals shall be reimbursed based on the **HEALTH CARE PROVIDER’S** existing RVU rates;
  - A.12.1 Payment in excess of what is allowed shall be shouldered by the patient; and,





- A.12.2 Information on the **HEALTH CARE PROVIDER'S** prevailing surgical and hospital rates shall be provided in advance by the **HEALTH CARE PROVIDER** for the information of the members.

**B. Preventive Services** shall include:

- B.1 Administration of anti-influenza vaccine, once a year, and single shot of any one of the vaccines specified below, charged against the MCL, should be subject to prevailing medical and health guidelines and protocols.
- B.1.1. Pneumonia;
  - B.1.2. Varicella;
  - B.1.3. Hepatitis B;
  - B.1.4. Cervical Cancer;
  - B.1.5. Typhoid; and
  - B.1.6. Dengue
- B.2 Lectures and seminars on pertinent health topics/issues per quarter; and,
- B.3 Health (diet, exercise and nutrition) habits and family planning counseling.

**C. Emergency Care Services** shall be provided for a member who is in severe pain or suffers a serious illness or injury due to sudden and unexpected occurrence which requires immediate medical or surgical intervention to alleviate the pain or to prevent the loss of life or limb or any vital part of the body. Emergency care services shall not be limited to the Emergency Room and shall include:

- C.1 Emergency Doctor or Specialist services;
- C.2 Emergency room fees, as well as fees of other hospital facilities used in the emergency treatment;
- C.3 Surgery or treatment of lacerations and other injuries;
- C.4 Medicines and/or drugs for emergency treatment;
- C.5 X-ray, laboratory examinations and all diagnostic procedures necessary for the emergency management of the patient;
- C.6 Oxygen, intravenous fluids, blood transfusions and human blood products;
- C.7 Dressings, sutures and plaster casts;
- C.8 Active and passive immunization/vaccines against tetanus, snake venoms, human bites, rabies (Initial and subsequent doses shall be covered up to **₱ 30,000.00.**);
- C.9 Ground ambulance service from the patient's residence or his/her location, to the nearest hospital;
- C.10 All other services, items and supplies necessary for the emergency management of the patient;



- C.11 All expenses for emergency care services, enumerated in this Section C (except C.8), which were used in the emergency treatment of the patient 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.**”
- C.11.1 If at the time of the emergency, the accredited hospital has no room available corresponding to the member’s room and board category, room and board may be upgraded to the next higher room (except suite room). The **HEALTH CARE PROVIDER** shall cover the difference in the room rates and other room-based charges or incremental costs for the first 24 hours.
- C.12 All expenses for the emergency care services, enumerated in this Section C, which were used in the emergency treatment of the patient 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:
- C.12.1 In areas where the **HEALTH CARE PROVIDER** has no accredited hospital or clinic, the **HEALTH CARE PROVIDER** shall reimburse all expenses including doctor’s fees incurred by the patient up to the Maximum Coverage Limits;
- C.12.2 In areas where the **HEALTH CARE PROVIDER** has an accredited hospital or clinic, the **HEALTH CARE PROVIDER** shall reimburse all expenses including doctor’s fees incurred by the patient based on the **HEALTH CARE PROVIDER’S** existing RVU rates as if the patient had been confined in the accredited hospital or clinic and/or seen by accredited physicians, specialists and/or sub-specialists.
- C.13 The same rules, viz: C.11, C.11.1, C.12, C.12.1, and C.12.2, apply in case of emergency care services (enumerated in this Section) where rendered to a member while in a foreign country; and,
- C.14 The transfer of a patient from a non-accredited hospital to an accredited hospital shall be covered by the **HEALTH CARE PROVIDER** up to the Maximum Coverage Limits in the following situations only:



- C.14.1 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 **HEALTH CARE PROVIDER** including ground ambulance transfer until transfer is eventually effected;
- C.14.2 In cases where the patient refuses to be transferred, 100% of the fees and charges shall be reimbursed by the **HEALTH CARE PROVIDER** based on the **HEALTH CARE PROVIDER'S** existing RVU rates as if the patient had been confined in an accredited hospital and/or seen by an accredited physician or specialist;
- C.14.3 In serious or life-threatening cases where the immediate transfer is an absolute necessity for the patient's survival, the **HEALTH CARE PROVIDER** shall defray 100% of all related expenses until transfer is eventually effected.

**D. Hospitalization/In-Patient Services shall include:**

**D.1 Room service:**

- D.1.1 For the incumbent Justices and their respective spouses, the highest type of open private room (i.e. open large [big] private room) and board accommodation available within the One Million Pesos (₱1,000,000.00) limit;

Spouses of incumbent Justices shall be accorded the same privilege as mentioned above should they opt to enroll under the Healthcare Plan.

- D.1.2 For the Employees and enrolled and qualified dependents, a regular private room and board accommodation;
- D.1.3 If the appropriate room and board accommodation is not available at the time of confinement in a non-emergency case, the patient has the option to avail of a higher room and board accommodation, but he/she shall pay the difference in the room rates and other room-based charges or incremental costs;
- D.1.4 Operating Room and Recovery Room Services and their charges up to the Maximum Coverage Limits; and,



D.1.5 Intensive Care Unit (ICU)/ Cardiac Care Unit (CCU)  
up to the Maximum Coverage Limits.

- D.2 Professional services of accredited physician/s, specialist/s, sub-specialist/s and/or consultant/s. More consultants or specialists may be called in when necessary;
- D.3 Drugs and medicines for use in the hospital;
- D.4 Whole blood and human blood products, transfusions and intravenous fluids, including blood screening and cross matching;
- D.5 X-ray and laboratory examinations;
- D.6 Complete coverage of all diagnostic procedures and examinations including but not limited to MRI, CT Scan, EEG, Ultrasound, Holter monitoring, cardiac catheterization and other state of the art diagnostic and therapeutic procedures deemed necessary, including Covid19 tests, whenever necessary;
- D.7 Anesthesia and its administration;
- D.8 Oxygen and its administration;
- D.9 Dressings, sutures, plaster casts and other miscellaneous supplies necessary for treatment;
- D.10 Standard nursing services;
- D.11 Hospital admission kit;
- D.12 Complete coverage of the following modalities of treatment and diagnostic procedures up to the **MCL**, unless otherwise specified, to include:
- D.12.1 3D Imaging;
  - D.12.2 Acquired (Adult) Hernia;
  - D.12.3 Angiography;
  - D.12.4 Venography;
  - D.12.5 Angioplasty;
  - D.12.6 24 hours ambulatory blood pressure monitoring;
  - D.12.7 Arthroscopic Knee Surgery;
  - D.12.8 Chemotherapy (whether oral or intravenous);
  - D.12.9 Cryosurgery;
  - D.12.10 Dialysis;



|         |   |
|---------|---|
| D.12.11 | Echocardiography with Doppler and contrast study;   |
| D.12.12 | Electromyelography with nerve conduction;   |
| D.12.13 | Endoscopic Procedure;   |
| D.12.14 | Eye, ear, nose and throat care including:   |
|         | D.12.14.1 Cataract surgery; Cost of lens shall not exceed ₱ 10,000 per eye;   |
|         | D.12.14.2 Laser eye treatment except to correct error of refraction;  |
|         | D.12.14.3 Endoscopic sinus surgery;   |
|         | D.12.14.4 Laser Tonsillectomy;  |
| D.12.15 | Flourescein Angiogram;  |
| D.12.16 | Hyperalimentation;  |
| D.12.17 | Hysterescopic Myoma Resection;  |
| D.12.18 | Laparoscopic Cholecystectomy;   |
| D.12.19 | Laser Treatment for Retinal Detachment and Glaucoma;  |
| D.12.20 | Lithotripsy;  |
| D.12.21 | Mammography;  |
| D.12.22 | M-Mode Echocardiogram;  |
| D.12.23 | MRA (Magnetic Resonance Angiogram)  |
| D.12.24 | Neuroscan;  |
|         | Nuclear/Radioactive Isotope Scans (thyroid, bone, cardiovascular and other organ systems) ultrasound and brachytherapy (except the cost of radioactive pellets called seeds); |
| D.12.25 | Orthopedic surgery <u>excluding</u> cost of surgically implanted internal devices;  |
| D.12.26 | Pelvic Laparoscopy;   |
| D.12.27 | Physical Therapy; up to 12 sessions per member per year   |
| D.12.28 | Radiotherapy;   |
| D.12.29 | Sclerotherapy up to a maximum of <b>₱80,000.00</b> per member per year;   |
| D.12.30 | Bone Narrow and other organ transplant <u>up to MCL.</u>  |
| D.12.31 | Sleep Study   |
| D.12.32 | Speech Therapy up to 12 sessions per member per year;   |
| D.12.33 | Thallium Scintigraphy;  |
| D.12.34 | Treadmill stress test;  |
| D.12.35 | Transurethral Microwave Therapy;  |



D.12.36 and,  
D.12.37 Pulmonary Therapy (up to 10 sessions)  
All other special  
modalities/Sophisticated laboratory  
and diagnostic procedures that are new  
in the market and are  
available, including RT-PCR test, Swab  
test, Saliva test for Covid19, among  
others, shall be covered if medically  
prescribed.

D.13. Other Hospitalization/In-Patient  
benefits shall include:

D.13.1 For each congenital  
disease up to a maximum  
of Seventy Thousand  
Pesos (**₱70,000.00**) per  
member;

D.13.2 Maternity assistance  
benefit for female  
members, whether single  
or married, up to one (1)  
pregnancy per contract  
year (one (1) live birth  
only), up to the  
maximum amount of  
**₱50,000.00** per event for  
normal spontaneous  
delivery, up to the  
maximum amount of  
**₱75,000.00** per event for  
Caesarian Section, and  
**₱20,500** for D & C  
regardless of the  
underlying cause;

D.13.3 Expenses due to any  
complication which may  
arise by reason of the  
deliveries, whether  
normal or caesarian, or  
intra-operative  
complication of D & C up  
to the MCL.



**E. Dental Care Services shall include:**

- E.1 Oral prophylaxis (Bi-Annual);
- E.2 Ordinary tooth extractions and drainage of abscess;
- E.3 Temporary restorations (unlimited fillings, pain management);
- E.4 Permanent fillings of four (4) teeth;
- E.5 Treatment of mouth lesions, wounds and burns;
- E.6 Recementation of fixed bridges, loose jackets, crowns, inlays and onlays;
- E.7 Restorative Prosthodontic Treatment (including cost of Plastic dentures up to 25 cases per year for the whole institution, each case shall not exceed the amount of Two Thousand Pesos (₱2,000.00));
- E.8 Simple adjustment of dentures;
- E.9 Orthodontic and Temporo Mandibular Joint (TMJ) consultations;
- E.10. Two (2) Root Canal Treatments.

**F. Annual Physical Examination**

- F.1 Annual Physical Examinations shall include a standard battery/array of physical examination and laboratory tests;
- F.2 The various array of examinations/tests are packaged in accordance with age category as follows:

| Age Category    | Examinations  | Laboratory Tests   |
|-----------------|---|--|
| Ages<br>18 – 35 | History, BMI measurement, and P.E., including ophthal-mologic and ENT tests | CBC, Urinalysis, Fecalalysis, Blood Chemistry: Fasting Blood Sugar, Hgb A1C, BUN, Creatinine, Uric Acid, Cholesterol, Triglyceride, HDL, LDL, HDL/LDL ratio, Liver Function: SGPT(ALT), SGOT (AST), Chest X-ray, EKG (Optional). |
| Ages<br>36 – 50 | History, BMI measurement, and P.E., including                               | CBC, Urinalysis, Fecalalysis, Blood Chemistry: Fasting Blood Sugar, Hgb A1C, BUN, Creatinine, Uric Acid, Cholesterol, Triglyceride, HDL, LDL,  |





|                 |   |  |
|-----------------|---|--|
|                 | ophthal-mologic and ENT tests   | HDL/LDL ratio, Liver Function: SGPT(ALT), SGOT (AST), total Bilirubin, B1B2 Albumin, Globulin, A/G ratio, Alkaline Phosphatase, Serum electrolytes: Sodium, Potassium, Calcium; Chest x-ray; Cardiac Work-up: 12-lead ECG or Treadmill Stress Test plus 2D Echocardiography (plain); Mammography (for females); Pap Smear (for females); Digital Rectal Examination + PSA (for males); abdominal and pelvic ultrasound (if indicated); Proctoscopy (if indicated); Pulmonary test (if indicated).  |
| Ages 50 & above | History, BMI measurement, and P.E., including ophthal-mologic and ENT tests | CBC, Urinalysis, Fecalalysis, Blood Chemistry: Fasting Blood Sugar, Hgb A1C, BUN, Creatinine, Uric Acid, Cholesterol, Triglyceride, HDL, LDL, HDL/LDL ratio, Liver Function: SGPT(ALT), SGOT (AST), total Bilirubin, B1B2 Albumin, Globulin, A/G ratio, Alkaline Phosphatase, Serum electrolytes: Sodium, Potassium, Calcium; Chest x-ray; Cardiac Work-up: 12-lead ECG or Treadmill Stress Test plus 2D Echocardiography with Doppler studies); Mammography (for females); Pap Smear (for females); Digital Rectal Examination + PSA (for males); abdominal and pelvic ultrasound (if indicated); Proctoscopy and Barium Studies; Pulmonary Function Tests. |

- F.3 The annual physical examinations of the Justices and their spouses who are enrolled in the Plan may be done either as an in-patient or out-patient service, at an accredited hospital/clinic of their choice. The attending physician shall recommend the array of tests to be done. The coverage thereof shall not be subject to age category mentioned in F.2.;
- F.4 The annual physical examinations of all other officials and employees shall be done as an out-patient service at an accredited hospital/clinic. A separate guideline on this shall be provided; and,
- F.5 Drug testing shall be included as part of the annual physical examination on random basis.



**G. Reimbursement for prescribed medicines and vaccines not covered under Section B.1 and C.8**

- G.1 Reimbursement of up to Seven Thousand Pesos (**₱ 7,000.00**) per member per contract year for prescribed medicines and vaccines not covered under Section B.1 and C.8 (excluding vitamins, supplements, tonic products, soap and shampoo), whether prescribed after out-patient consultation, emergency treatment, hospitalization, dental services, annual physical examination or preventive service; and,
- G.2 Reimbursement of oral chemotherapy medicines shall be up to the maximum coverage limit.

**H. Optical Benefit:**

- H.1 Reimbursement for Lens and Frames not exceeding Seven Thousand Pesos (**₱7,000.00**) per member per year.

**I. Death Benefit**

- I.1 Financial assistance in the amount of Fifty Thousand Pesos (**₱ 50,000.00**) shall be given regardless of the cause of death of the member.
- I.2 The package of benefits and the corresponding premium payments for (a) the retired Justices and (b) the spouses of incumbent Justices shall be the same as that of the incumbent Justices.
- I.3 The package of benefits and the corresponding premium payments for (a) the qualified dependents of the incumbent Justices, and (b) the retired Employees shall be the same as that of the active Employees.

**III. TERMS AND CONDITIONS**

1. The **HEALTH CARE PROVIDER** shall provide for all the services necessary to manage and/or administer the Supreme Court Healthcare Plan in accordance with the requirements and conditions set herein.
2. The **HEALTH CARE PROVIDER** guarantees to deliver efficient and effective service consistent with the objectives and purposes of the contract.



3. All Pre-existing Conditions 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. The list of Exclusions is indicated in Annex C.
4. All expenses for EMERGENCY CARE SERVICES enumerated in Section II (C) 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.”
5. All expenses for EMERGENCY CARE SERVICES enumerated in Section II (C) 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:
  - 5.1. In areas where the **HEALTH CARE PROVIDER** has no accredited hospital or clinic, the **HEALTH CARE PROVIDER** shall reimburse all expenses including doctor’s fees incurred by the patient up to the Maximum Coverage Limits;
  - 5.2. In areas where the **HEALTH CARE PROVIDER** has an accredited hospital or clinic, the **HEALTH CARE PROVIDER** shall reimburse all expenses including doctor’s fees incurred by the patient based on the **HEALTH CARE PROVIDER’S** existing RVU rates as if the patient had been confined in the accredited hospital or clinic and/or seen by accredited physicians, specialists and/or sub-specialists.
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 the Maximum Coverage Limits.
7. The professional services of a non-accredited physician, specialist or sub-specialist, rendered to a member while hospitalized for non-emergency treatment in a non-accredited hospital will be reimbursed based on the **HEALTH CARE PROVIDER’S** existing RVU rates.
  - 7.1 Expenses in excess of what is allowed shall be shouldered by the patient;
  - 7.2 Information on the **HEALTH CARE PROVIDER’S** prevailing surgical and hospital rates shall be provided within thirty (30) days from execution of contract by the **HEALTH CARE PROVIDER** for the information of the members.



8. All expenses for OUT-PATIENT SERVICES rendered in any 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 **HEALTH CARE PROVIDER’S** existing RVU rates.
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 RVU rates shall be settled by the **HEALTH CARE PROVIDER** directly with the non-accredited physician. In case the patient prefers a non-accredited physician, the professional fees shall be settled first by the patient subject to reimbursement by the **HEALTH CARE PROVIDER** based on prevailing RVU rates.
10. Expenses in non-accredited hospitals shall be reimbursed in accordance with No. 7 above. However, the transfer of a patient from a non-accredited hospital to an accredited hospital shall be covered by the **HEALTH CARE PROVIDER** up to the Maximum Coverage Limits in the following situations only:
  - 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 **HEALTH CARE PROVIDER** including ground ambulance transfer until transfer is eventually effected;
  - 10.2 In cases where the patient refuses to be transferred, 100% of the fees and charges shall be reimbursed by the **HEALTH CARE PROVIDER** based on the **HEALTH CARE PROVIDER’S** existing RVU rates as if the patient had been confined in an accredited hospital and/or seen by an accredited physician or specialist;
  - 10.3 In serious or life-threatening cases where the immediate transfer by any means is an absolute necessity for the patient’s survival, the **HEALTH CARE PROVIDER** shall defray 100% of all related expenses until transfer is eventually effected.
11. All claims for reimbursement must be submitted to the **HEALTH CARE PROVIDER** within thirty (30) working days from the date of discharge or consultation and shall be paid within twenty (20) working days from submission of claim provided all necessary supporting documents are submitted.
12. The **HEALTH CARE PROVIDER** shall provide liaison officers, coordinators (preferably hospital-based), and hotline services as follows:



- 12.1 Liaison officers, coordinators (preferably hospital-based), and hotline services for EMERGENCY CARE SERVICES and HOSPITALIZATION/IN-PATIENT SERVICES shall be made available **on a 24-hour 7-day basis**;
  - 12.2 Designated Medical Coordinators and/or accredited doctors and dentists in hospitals and/or clinics for OUT-PATIENT SERVICES shall be available from 8AM to 5PM and from Mondays through Saturdays. The designated Medical Coordinator must be a physician who shall be responsible for coordinating and overseeing the required healthcare services and benefits of the patient. He/she will initially examine, treat or refer patients to a specialist/s and/or sub-specialist/s, order diagnostic tests, prescribe the medicines and/or drugs, and arrange for the hospital confinement of the member whenever necessary;
  - 12.3 At least one (1) liaison officer at the Supreme Court premises at Padre Faura St., Ermita, Manila, shall be provided to attend to availment concerns from Monday to Friday from 8AM to 5PM.
13. The **HEALTH CARE PROVIDER** shall be required to submit the following:
- 13.1. A **Utilization Report** containing the following information, among others: Services (Emergency Care, Hospitalization/In-Patient, Out-Patient, Reimbursements, Dental Care, Annual Physical Examination, Burial etc.) and benefits availed of and amount of utilization, the **census of cases according to illness, age, sex, and duration of hospitalization**. These reports shall be submitted on a semestral basis to the SC-OAS within sixty (60) days counted from the end of every semester;
  - 13.2. An **updated list** of Healthcare 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 execution of the contract to the Court, through the SC-OAS;
  - 13.3. Announcements/Pamphlets/Member Guideline Booklets for proper information and dissemination to the members to the Court, through the SC-OAS within thirty (30) days from execution of the contract.



14. To effectively monitor contract compliance and observations and concerns regarding the delivery of services and benefits under the Plan, the SC-OAS is designated as the Healthcare Plan Coordinator, and will be tasked with coordinating with the **HEALTH CARE PROVIDER** and/or his authorized representatives.
15. The benefits under the PhilHealth and/or Employees Compensation Commission (ECC) are deemed integrated with the benefits under this Plan. Hence, the **HEALTH CARE PROVIDER** 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 **HEALTH CARE PROVIDER** 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.
16. 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 **HEALTH CARE PROVIDER** whatever rights the member may have by reason of the accident or event that gave rise to the claim.
17. The **HEALTH CARE PROVIDER** shall maintain a satisfactory standard of competency, conduct and integrity among its employees. In this regard, the **HEALTH CARE PROVIDER** shall act on complaints/feedbacks brought to its attention by the SC-OAS.

#### IV. CONTRACT PERIOD

1. The **TERMS AND CONDITIONS** of this **CONTRACT** shall cover two (2) contract years from July 8, 2021 up to July 7, 2023.
2. However, notwithstanding any provisions to the contrary, the **COURT** shall have the right, power and privilege to terminate the services of the **HEALTH CARE PROVIDER** without the need of judicial action for violation of the provisions of the Contract, as may be determined by the SC-OAS by giving thirty (30) calendar days written notice to the **HEALTH CARE PROVIDER**. In which event, the **COURT** shall be entitled to proportionate return of the contract price based on the unutilized premium.

In case of pre-termination and/or termination of this **CONTRACT**, the **HEALTH CARE PROVIDER** shall continue to render the services herein provided until after the **COURT** has engaged the services of a new HMO.





3. In the event that there is a need for an extension of the contract within a limited period, the parties may negotiate with respect thereto and, as far as practicable, under the same terms and conditions.

## V. CONTRACT PRICE

Given the actual number of incumbent Justices and Employees (1 Chief Justice, 16 Associate Justices, and 2,736 employees), as of December 31, 2020, the ABC for the two-year contract is **₱ 200,000,000.00**, inclusive of VAT.

Prospective bidders are **invited to bid** based the above ABC, while also indicating the **corresponding Rate of Premium inclusive of VAT for each Justice and for each Employee**.

Payment of the Court shall be based on the number of actually filled-up positions at the start of the contract year multiplied by the corresponding rate of premium per member subject to existing accounting and auditing rules and regulations. The premium of newly appointed Justices and newly hired Employees shall be pro-rated accordingly.

## VI. PERFORMANCE SECURITY

The **HEALTH CARE PROVIDER** shall, within ten (10) calendar days from receipt of Notice of Award, post a Performance Security which may be in cash or cashier's/manager's check or bank draft or guarantee issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total amount of the Contract; or surety bond equivalent to thirty percent (30%) total amount of the Contract callable on demand and issued by the GSIS to guarantee the faithful performance of its duties and obligations under this Contract.

The contract shall be released upon receipt of the Performance Security. Such Performance Security will answer in the event of non-delivery or non-compliance with contractual obligation. The Performance Security must be valid for the duration of the contract.

## VII. OBLIGATIONS OF THE COURT

The **COURT** undertakes to:

- a) Release the corresponding **CONTRACT** upon receipt of the Performance Security.





- b) Pay the **HEALTH CARE PROVIDER** the corresponding rate of premium per member on an annual basis computed in accordance with the number of actual filled-up positions subject to existing accounting and auditing rules and regulations. The premium of newly appointed Justices and Employees shall be pro-rated accordingly.
- c) Compulsorily Retired Justices and Employees, as well as spouses and dependents of incumbent Justices who are coverable under this Plan, and interested, shall be enrolled immediately after effectivity of this contract. The OAS shall endorse their names to the HMO. The HMO shall bill them separately and payment shall be made directly to the HMO.
- d) Authorize the SC-OAS to strictly monitor the implementation of the terms and conditions of the contract and submit any violation thereof to the Supreme Court Health and Welfare Plan Board for appropriate action.

## VIII. PENALTY CLAUSES

- 1. In case accredited doctors/hospital/clinics as appearing in the list submitted by the **HEALTH CARE PROVIDER** delays, for any reason whatsoever, to render medical assistance to any Justice/Employee whenever necessary, the **HEALTH CARE PROVIDER** shall pay the said Justice/Employee the full amount of his/her coverage and for all damages suffered and/or expenses incurred by reason of such delay and/or refusal.
  - a. In the event the **HEALTH CARE PROVIDER** fails and/or refuses to render medical assistance to any Justice/Employee in violation of the provisions of these Terms of Reference, the **HEALTH CARE PROVIDER** agrees to pay in favor of the Justice/Employee concerned, as liquidated damages, an amount equivalent to one percent (1%) of the total coverage of the member for every day of delay.
  - b. The **COURT** 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 **HEALTH CARE PROVIDER** shall be excused from complying with this provision.
- 2. The **HEALTH CARE PROVIDER** shall not assign or subcontract the services or any portion thereof covered by the Healthcare Plan except those connected to Title II, Section F.5 without the written approval of the Supreme Court. Violation of this provision shall be a ground for cancellation of the contract by the Court.



3. The **HEALTH CARE PROVIDER** agrees that any payment due and payable and/or may be due the **HEALTH CARE PROVIDER** shall be offset against any amount due to the Court under the Agreement, such as, but not limited to, liquidated damages.

**IX. OTHER CONDITIONS**

1. The Justices and Employees shall not be liable for unpaid bills of the **HEALTH CARE PROVIDER**.
2. In the event of fraudulent use of the membership card, such as, but not limited to, use of the membership card by another person, connivance of the member with the doctor, etc., the **HEALTH CARE PROVIDER** 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 his Maximum Coverage Limit, the excess amount shall be collected from the member by the **HEALTH CARE PROVIDER** with the assistance of the SC-OAS.

**X. POINT OF SERVICE**

All benefits under this Healthcare package are covered if availed outside the network except as provided in C.12, C.13 and C.14 on reimbursement basis not exceeding eighty percent (80%) of what it would have cost the HMO had the case been managed within the accredited hospital and doctors network. The provision on incremental rate difference shall apply when a room higher than the category enrolled is used. However, the following benefits are subject to the aforementioned eighty percent (80%) reimbursement and not exceeding the corresponding limits prescribed below:

POS table of limitations

|                   |               |
|-------------------|---------------|
| A. In Patient     | Limits        |
| Professional Fees | 80% HMO rates |
| Hospital Bills    | 80% HMO rates |
| B. Out Patient    |               |
| Professional Fees | 80% HMO rates |
| Lab. Exam         | 80% HMO rates |

**XI. VENUE OF ACTIONS**

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.



ANNEX A: Maximum Coverage Limits (MCLs)

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

|    | Member  | MCL  |
|----|---|--|
| 1) | Incumbent Justices  | One Million Pesos<br>(₱1,000,000.00)                   |
| 2) | Employees<br>(Permanent, Casual, Coterminous and Contractual) | Three Hundred Fifty<br>Thousand Pesos<br>(₱350,000.00) |
|    |   |  |
| 1) | Spouses of incumbent Justices                                 | One Million Pesos<br>(₱1,000,000.00)                   |
| 2) | Retired Justices up to the last day of<br>age 74              | One Million Pesos<br>(₱1,000,000.00)                   |
| 3) | Retired Employees up to the last day of<br>age 69*            | Three Hundred Fifty<br>Thousand Pesos<br>(₱350,000.00) |
| 4) | Qualified Dependents *  | Three Hundred Fifty<br>Thousand Pesos<br>(₱350,000.00) |

\* Voluntary Membership and Self-enroll



## **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
1. Diseased tonsils requiring surgery
2. Degenerative bone diseases, Hypertrophic bone diseases
3. Endometriosis, PID, Uterine Myoma and Ovarian Cysts
4. ENT tumors
5. Gastric or Duodenal Ulcers
6. Gallstones
7. Goiter
8. Hypo- and Hyperthyroidism
9. Disabling migraine and other headaches
10. Hemorrhoids, rectal bleeding
11. Hernia (all types)
12. Hypertension
13. Vaginal bleeding, whether dysfunctional or abnormal bleeding
14. Liver conditions such as jaundice, non-alcoholic cirrhosis, hepatitis, cancer, abscess
15. UTI, Urinary Incontinence (loss of urine control)
16. Persistent bowel disease
17. Prostate diseases, BPH
18. Sinus conditions requiring surgery, sinusitis, nasal deviations, adenoiditis
19. Tuberculosis, all forms
20. Varicose veins
21. Menieres disease, vertigo
22. Tumors of the skin, muscular tissue, breast, bone or malignancies of blood or bone marrow
23. Collagen diseases
24. Psoriasis and Vitiligo
25. Visual defects
26. Malignancies and blood dyscracias (cancer, leukemias, idiopathic Thrombocytopenic Purpura)



## **B. Dreaded Illnesses**

Dreaded illnesses are considered serious, critical, or life threatening conditions such as but not limited to:

1. Accidents and burns
2. Any ailment needing ICU/CCU care and its equivalent
3. Cerebrovascular accidents and/or complications
4. Neurosurgical conditions such as previous craniotomy cases with sequelae
5. Poliomyelitis, Encephalitis, Meningitis
6. Guillain-Barre Syndrome
7. Hypertensive emergencies and other chronic cardiovascular, ischemic heart diseases to include open heart by-pass surgery
8. Endocrine Disorders, Diabetes Mellitus
9. Disorders of lipoprotein metabolism and other lipidaemias
10. Chronic Pulmonary Diseases
11. Chronic Renal Diseases to include serious conditions needing peritoneal or hemodialysis
12. All types of cancer to include therapeutic, palliative, diagnostic modalities
13. Chronic liver diseases, liver cirrhosis, Hepatitis B complications except those due to alcoholism, drug addictions, substance abuse
14. Chronic Gastrointestinal diseases which may require bowel resection and/or anastomosis
15. Blood dyscrasia or infections (ex. Leukemia, Hemophilia, Bacteremia, Septicemia)
16. Collagen diseases, Immunologic Disorders
17. HIV, AIDS and AIDS-related diseases
18. Back injuries or persistent back pains (scoliosis, lumbago), slipped disc, spinal stenosis, spondylosis and the like
19. COVID-19, moderate to severe

## **C. Non-dreaded Illnesses**

Any illness or injury not covered under Dreaded Illnesses and those enumerated as Exclusions.



### **ANNEX C: Exclusions**

The following conditions will be considered exclusions from the coverage:

- A. Cosmetic surgery and Oral surgery except for dermatological procedures contained under A.6 of the Terms of Reference and for reconstructive surgery to treat a dysfunctional defect due to disease, accident or injury
- B. Circumcision except for correction of Phimosis
- C. Experimental medical procedures, acupuncture, acupressure, reflexology and chiropractics
- D. Services to diagnose and/or reverse infertility or fertility and virility/potency (erectile dysfunction)
- E. Sexually transmitted diseases except HIV and AIDS
- F. Injuries caused by firecrackers lit/exploded by the member himself/herself;
- G. Injuries/illnesses suffered under conditions of war, riots, other civil disturbances;
- H. Self-inflicted injuries or those resulting from attempted suicide, self-destruction, participation in a crime/violation of ordinance, or attributable to the MEMBER's own misconduct or gross negligence, or use of alcohol and/or drugs; provided however, that a police report, although generally considered essential, shall not be used as sole basis for denying a member's benefits and shall merely be considered as a disputable presumption;
- I. Treatment of injuries sustained in a motor vehicle accident if the MEMBER or his guardian fails or refuses to sign the Deed of Subrogation;
- J. Rest cures, custodial, domiciliary, convalescent or intermediate care;
- K. Purchase or lease of durable medical equipment, oxygen dispensing equipment and oxygen except when prescribed and necessitated during hospital confinement
- L. Routine physical examination and diagnostic/screening test for obtaining or continuing employment, requirement in school, insurance or government licensing
- M. Professional fees of medico-legal officers
- N. Dermatological procedures for purposes of beautification
- O. Corrective eye surgery for error of refraction
- P. Vitamins, supplements, tonic products, soap and shampoo
- Q. Screening tests for blood donors including all expenses incurred in the process of organ donation
- R. Screening tests for gynecological hormonal imbalance including for menopausal syndromes and its complications
- S. Custodial, domiciliary and convalescent care



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<br>(Based on the Terms of Reference)  |   | Statement of Compliance |
|--|---|-------------------------|
| I. COVERAGE  |   |                         |
| II. SERVICE AND BENEFITS:<br>The package of benefits under the SC Healthcare Plan shall include the following: |   |                         |
| A. Out-Patient Services shall include:   |   |                         |
| A.1  | Professional fees and charges for consultation and management by accredited doctors, specialist/s and sub-specialist/s;   |                         |
| A.2  | Referrals and the corresponding fees/charges for prescribed special diagnostic procedures and other modern modalities of treatment up to the Maximum Coverage Limits (MCL) (please refer to Annex A hereof) such as, but not limited to, the following:   |                         |
|  | A.2.1 All prescribed diagnostic procedures such as but not limited to x-ray, ECG, Hematology, Blood Chemistry, including Pap Smear for women and PSA for men, and Real Time Polymerase Chain-Reaction Test (RT-PCR), Rapid Antibody Test, Rapid Antigen Test, Saliva Test for Covid19, if medically prescribed; |                         |
|  | A.2.2 Diagnostic and Therapeutic Ultrasound;  |                         |
|  | A.2.3 Radiographic studies;   |                         |
|  | A.2.4 Rhinoscopic, Bronchoscopic and/or endoscopic exams;   |                         |
|  | A.2.5 3D Imaging, CT scan and/or MRI and/or Pet Scan of body organs or regions  |                         |
|  | A.2.6 All forms of Echocardiography and Treadmill Stress Test and other cardiac diagnostic, such as Nuclear Cardiac Perfusion study and angiography;  |                         |
|  | A.2.7 Electromyography with Nerve Conduction Tests;   |                         |





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|      | A.2.8   | Mammography;   |  |
|      | A.2. 9  | Peritoneal or Hemodialysis up to the maximum coverage limits;  |  |
|      | A.2.10  | Cancer treatment to include radiotherapy and chemotherapy (whether oral or intravenous), bone marrow transplant and brachytherapy, and others, up to the maximum coverage limits;  |  |
|      | A.2.11  | Eye, ear, nose and throat treatment; and,  |  |
|      | A.2.12  | Coverage for cataract extraction or glaucoma laser treatment up to the MCL. Entitlement to the lens shall be in an amount not exceeding P10,000.00 per eye.  |  |
| A.3  | Pre-natal and Post-natal care. Pre-natal care shall include consultation and laboratory examinations. Laboratory examinations for purposes of pre-natal care shall include all of the following:  |  |  |
|      | A.3.1   | Complete Blood Count   |  |
|      | A.3.2   | Blood typing   |  |
|      | A.3.3   | Urinalysis   |  |
|      | A.3.4   | Plain Pelvic Ultrasound  |  |
|      | A.3.5   | Additional tests (in this case, only the initial test shall be covered) may form part of pre-natal care, as may be determined by the attending OB-GYN, which shall include tests for Hepatitis B antigen, VDRL, and/or Oral Glucose challenge test and/or oral glucose tolerance test. |  |
| A.4  | Treatment of minor injuries and illnesses;  |  |  |
| A.5  | Minor surgeries not requiring confinement (e.g. excision of cysts and other superficial mass/es);   |  |  |
| A.6  | Speech and physical therapy up to <u>12 sessions</u> per member per contract year   |  |  |
| A.7  | Pulmonary Rehabilitation Therapy (post Covid19) up to 10 sessions   |  |  |
| A.8  | Cauterization of <u>warts</u> up to a maximum of ₱ 5,000.00 per member per contract year  |  |  |
| A.9  | Excision of moles (malignant or suspected to be malignant) up to maximum of <u>₱10,000.00</u> per member per contract year  |  |  |
| A.10 | All expenses for OUT-PATIENT SERVICES rendered in accredited hospitals or clinics and done by an accredited physician, specialist or sub-specialist shall be on a “no cash-out basis” and shall be covered up to the Maximum Coverage Limits based on the <b>HEALTH CARE PROVIDER’s</b> prevailing Relative Value Units (RVU) rates |  |  |



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| A.11   | 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 shall be settled by the <b>HEALTH CARE PROVIDER</b> directly with the non-accredited physician. In case the patient prefers a non-accredited physician or specialist of his or her choice, the professional fees shall be settled first by the patient subject to reimbursement by the <b>HEALTH CARE PROVIDER</b> based on prevailing RVU (Relative Value Unit) rates. |  |  |
| A.12   | Expenses in non-accredited hospitals shall be reimbursed based on the <b>HEALTH CARE PROVIDER's</b> existing RVU rates  |  |  |
|  | A.12.1  | Payment in excess of what is allowed shall be shouldered by the patient;   |  |
|  | A.12.2  | Information on the <b>HEALTH CARE PROVIDER's</b> prevailing surgical and hospital rates shall be provided in advance by the <b>HEALTH CARE PROVIDER</b> for the information of the members |  |
| <b>B. Preventive Services shall include:</b>   |   |  |  |
| B.1  | Administration of anti-influenza vaccine, once a year, and single shot of any one of the vaccines specified below, charged against the MCL, should be subject to prevailing medical and health guidelines and protocols   |  |  |
|  | B.1.1   | Pneumonia;   |  |
|  | B.1.2   | Varicella;   |  |
|  | B.1.3   | Hepatitis B;   |  |
|  | B.1.4   | Cervical Cancer;   |  |
|  | B.1.5   | Typhoid; and   |  |
|  | B.1.6   | Dengue   |  |
| B.2  | Lectures and seminars on pertinent health topics/issues per quarter; and  |  |  |
| B.3  | Health (diet, exercise and nutrition) habits and family planning counseling   |  |  |
| <b>C. Emergency Care Services</b>  |   |  |  |
| <b>Emergency Care Services</b> shall be provided for a member who is in severe pain or suffers a serious illness or injury due to sudden and unexpected occurrence which requires immediate medical or surgical intervention to alleviate the pain or to prevent the loss of life or limb or any vital part of the body. Emergency care services shall not be limited to the Emergency Room and shall include: |   |  |  |
| C.1  | Emergency Doctor or Specialist services   |  |  |
| C.2  | Emergency room fees, as well as fees of other hospital facilities used in the emergency treatment   |  |  |
| C.3  | Surgery or treatment of lacerations and other injuries  |  |  |
| C.4  | Medicines and/or drugs for emergency treatment  |  |  |
| C.5  | X-ray, laboratory examinations and all diagnostic procedures necessary for the emergency management of the patient;   |  |  |



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| C.6  | Oxygen, intravenous fluids, blood transfusions and human blood products  |  |  |
| C.7  | Dressings, sutures and plaster casts   |  |  |
| C.8  | Active and passive immunization/vaccines against tetanus, snake venoms, human bites, rabies (Initial and subsequent doses shall be covered up to ₱ 30,000.00.)   |  |  |
| C.9  | Ground ambulance service from the patient's residence or his/her location, to the nearest hospital   |  |  |
| C.10 | All other services, items and supplies necessary for the emergency management of the patient   |  |  |
| C.11 | All expenses for emergency care services, enumerated in this Section C (except C.8), which were used in the emergency treatment of the patient 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 “ <b>no cash-out basis.</b> ” |  |  |
|      | C.11.1   | If at the time of the emergency, the accredited hospital has no room available corresponding to the member's room and board category, room and board may be upgraded to the next higher room (except suite room). The <b>HEALTH CARE PROVIDER</b> shall cover the difference in the room rates and other room-based charges or incremental costs for the first 24 hours  |  |
| C.12 | All expenses for the emergency care services, enumerated in this Section C, which were used in the emergency treatment of the patient 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:   |  |  |
|      | C.12.1   | In areas where the <b>HEALTH CARE PROVIDER</b> has no accredited hospital or clinic, the <b>HEALTH CARE PROVIDER</b> shall reimburse all expenses including doctor's fees incurred by the patient up to the Maximum Coverage Limits  |  |
|      | C.12.2   | In areas where the <b>HEALTH CARE PROVIDER</b> has an accredited hospital or clinic, the <b>HEALTH CARE PROVIDER</b> shall reimburse all expenses including doctor's fees incurred by the patient based on the <b>HEALTH CARE PROVIDER'S</b> existing RVU rates as if the patient had been confined in the accredited hospital or clinic and/or seen by accredited physicians, specialists and/or sub-specialists. |  |
| C.13 | The same rules, viz: C.11, C.11.1, C.12, C.12.1, and C.12.2, apply in case of emergency care services (enumerated in this Section) where rendered to a member while in a foreign country; and,   |  |  |
| C.14 | The transfer of a patient from a non-accredited hospital to an accredited hospital shall be covered by the <b>HEALTH CARE PROVIDER</b> up to the Maximum Coverage Limits in the following situations only:   |  |  |
|      | C.14.1   | 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 <b>HEALTH CARE PROVIDER</b> including ground ambulance transfer until transfer is eventually effected;   |  |



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|  | C.14.2  | In cases where the patient refuses to be transferred, 100% of the fees and charges shall be reimbursed by the <b>HEALTH CARE PROVIDER</b> based on the <b>HEALTH CARE PROVIDER's</b> existing RVU rates as if the patient had been confined in an accredited hospital and/or seen by an accredited physician or specialist;  |  |
|  | C.14.3  | In serious or life-threatening cases where the immediate transfer is an absolute necessity for the patient's survival, the <b>HEALTH CARE PROVIDER</b> shall defray 100% of all related expenses until transfer is eventually effected   |  |
| <b>D. Hospitalization / In-Patient Services shall include:</b> |   |  |  |
| D.1  | Room Service:   |  |  |
|  | D.1.1   | For the incumbent Justices and their respective spouses, the highest type of open private room (i.e. open large [big] private room) and board accommodation available within the One Million Pesos (₱1,000,000.00) limit.<br><br>Spouses of incumbent Justices shall be accorded the same privilege as mentioned above should they opt to enroll under the Healthcare Plan |  |
|  | D.1.2   | For the Employees and enrolled and qualified dependents, a regular private room and board accommodation  |  |
|  | D.1.3   | If the appropriate room and board accommodation is not available at the time of confinement in a non-emergency case, the patient has the option to avail of a higher room and board accommodation, but he/she shall pay the difference in the room rates and other room-based charges or incremental costs   |  |
|  | D.1.4   | Operating Room and Recovery Room Services and their charges up to the Maximum Coverage Limits; and,  |  |
|  | D.1.5   | Intensive Care Unit (ICU)/ Cardiac Care Unit (CCU) up to the Maximum Coverage Limits.  |  |
| D.2  | Professional services of accredited physician/s, specialist/s, sub-specialist/s and/or consultant/s. More consultants or specialists may be called in when necessary  |  |  |
| D.3  | Drugs and medicines for use in the hospital   |  |  |
| D.4  | Whole blood and human blood products, transfusions and intravenous fluids, including blood screening and cross matching   |  |  |
| D.5  | X-ray and laboratory examinations   |  |  |
| D.6  | Complete coverage of all diagnostic procedures and examinations including but not limited to MRI, CT Scan, EEG, Ultrasound, Holter monitoring, cardiac catheterization and other state of the art diagnostic and therapeutic procedures deemed necessary, including Covid19 tests, whenever necessary |  |  |
| D.7  | Anesthesia and its administration   |  |  |



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| D.8  | Oxygen and its administration   |   |  |
| D.9  | Dressings, sutures, plaster casts and other miscellaneous supplies necessary for treatment  |   |  |
| D.10 | Standard nursing services   |   |  |
| D.11 | Hospital admission kit  |   |  |
| D.12 | Complete coverage of the following modalities of treatment and diagnostic procedures up to the <b>MCL</b> , unless otherwise specified, to include: |   |  |
|      | D.12.1  | 3D Imaging;   |  |
|      | D.12.2  | Acquired (Adult) Hernia;  |  |
|      | D.12.3  | Angiography;  |  |
|      | D.12.4  | Venography;   |  |
|      | D.12.5  | Angioplasty;  |  |
|      | D.12.6  | 24 hours ambulatory blood pressure monitoring;  |  |
|      | D.12.7  | Arthroscopic Knee Surgery;  |  |
|      | D.12.8  | Chemotherapy (whether oral or intravenous);   |  |
|      | D.12.9  | Cryosurgery;  |  |
|      | D.12.10   | Dialysis;   |  |
|      | D.12.11   | Echocardiography with Doppler and contrast study;   |  |
|      | D.12.12   | Electromyelography with nerve conduction;   |  |
|      | D.12.13   | Endoscopic Procedure  |  |
|      | D.12.14   | Eye, ear, nose and throat care<br>Including:  |  |
|      | D.12.14.1   | Cataract surgery; Cost of lens shall not exceed ₱ 10,000 per eye;   |  |
|      | D.12.14.2   | Laser eye treatment except to correct error of refraction;  |  |
|      | D.12.14.3   | Endoscopic sinus surgery;   |  |
|      | D.12.14.4   | Laser Tonsillectomy   |  |
|      | D.12.15   | Flourescein Angiogram;  |  |
|      | D.12.16   | Hyperalimentation;  |  |
|      | D.12.17   | Hysterescopic Myoma Resection;  |  |
|      | D.12.18   | Laparoscopic Cholecystectomy;   |  |
|      | D.12.19   | Laser Treatment for Retinal Detachment and Glaucoma;  |  |
|      | D.12.20   | Lithotripsy;  |  |
|      | D.12.21   | Mammography;  |  |
|      | D.12.22   | M-Mode Echocardiogram;  |  |
|      | D.12.23   | MRA (Magnetic Resonance Angiogram)  |  |
|      | D.12.24   | Neuroscan;<br>Nuclear/Radioactive Isotope Scans (thyroid, bone, cardiovascular and other organ systems) ultrasound and brachytherapy (except the cost of radioactive pellets called seeds); |  |
|      | D.12.25   | Orthopedic surgery <u>excluding</u> cost of surgically implanted internal devices;  |  |
|      | D.12.26   | Pelvic Laparoscopy;   |  |
|      | D.12.27   | Physical Therapy; up to 12 sessions per member per year   |  |



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|   | D.12.28   | Radiotherapy;   |  |
|   | D.12.29   | Sclerotherapy up to a maximum of <b>₱80,000.00</b> per member per year;   |  |
|   | D.12.30   | Bone Narrow and other organ transplant up to MCL  |  |
|   | D.12.31   | Sleep Study   |  |
|   | D.12.32   | Speech Therapy up to 12 sessions per member per year;   |  |
|   | D.12.33   | Thallium Scintigraphy;  |  |
|   | D.12.34   | Treadmill stress test;  |  |
|   | D.12.35   | Transurethral Microwave Therapy; and,   |  |
|   | D.12.36   | Pulmonary Therapy (up to 10 sessions)   |  |
|   | D.12.37   | All other special modalities/Sophisticated laboratory and diagnostic procedures that are new in the market and are available, including RT-PCR test, Swab test, Saliva test for Covid19, among others, shall be covered <u>if medically prescribed</u> .  |  |
| D.13  | Other Hospitalization/In-Patient benefits shall include   |   |  |
|   | D.13.1  | For each congenital disease up to a maximum of Seventy Thousand Pesos ( <b>₱70,000.00</b> ) per member  |  |
|   | D.13.2  | Maternity assistance benefit for female members, whether single or married, up to one (1) pregnancy per contract year (one (1) live birth only), up to the maximum amount of <b>₱50,000.00</b> per event for normal spontaneous delivery, up to the maximum amount of <b>₱75,000.00</b> per event for Caesarian Section, and <b>₱20,500</b> for D & C regardless of the underlying cause; |  |
|   | D.13.3  | Expenses due to any complication which may arise by reason of the deliveries, whether normal or caesarian, or intra-operative complication of D & C <u>up to the MCL</u>  |  |
| <b>E. Dental Care Services shall include:</b> |   |   |  |
| E.1   | Oral prophylaxis (Bi-Annual);   |   |  |
| E.2   | Ordinary tooth extractions and drainage of abscess;   |   |  |
| E.3   | Temporary restorations (unlimited fillings, pain management);   |   |  |
| E.4   | Permanent fillings of four (4) teeth;   |   |  |
| E.5   | Treatment of mouth lesions, wounds and burns;   |   |  |
| E.6   | Recementation of fixed bridges, loose jackets, crowns, inlays and onlays;   |   |  |
| E.7   | Restorative Prosthodontic Treatment (including cost of Plastic dentures up to 25 cases per year for the whole institution, each case shall not exceed the amount of Two Thousand Pesos (P2,000.00); |   |  |
| E.8   | Simple adjustment of dentures;  |   |  |
| E.9   | Orthodontic and Temporo Mandibular Joint (TMJ) consultations;   |   |  |
| E.10.   | Two (2) Root Canal Treatments.  |   |  |





| F. Annual Physical Examination |  |   |   |  |
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| F.1                            | Annual Physical Examinations shall include a standard battery/array of physical examination and laboratory tests |   |   |  |
| F.2                            | The various array of examinations/tests are packaged in accordance with age category as follows:                 |   |   |  |
|                                | Age Category   | Examinations  | Laboratory Tests  |  |
|                                | Ages 18 – 35   | History, BMI measurement, and P.E., including ophthal-mologic and ENT tests | CBC, Urinalysis, Fecalysis, Blood Chemistry: Fasting Blood Sugar, Hgb A1C, BUN, Creatinine, Uric Acid, Cholesterol, Triglyceride, HDL, LDL, HDL/LDL ratio, Liver Function: SGPT(ALT), SGOT (AST), Chest X-ray, EKG (Optional).  |  |
|                                | Ages 36 – 50   | History, BMI measurement, and P.E., including ophthal-mologic and ENT tests | CBC, Urinalysis, Fecalysis, Blood Chemistry: Fasting Blood Sugar, Hgb A1C, BUN, Creatinine, Uric Acid, Cholesterol, Triglyceride, HDL, LDL, HDL/LDL ratio, Liver Function: SGPT(ALT), SGOT (AST), total Bilirubin, B1B2 Albumin, Globulin, A/G ratio, Alkaline Phosphatase, Serum electrolytes: Sodium, Potassium, Calcium; Chest x-ray; Cardiac Work-up: 12-lead ECG or Treadmill Stress Test plus 2D Echocardiography (plain); Mammography (for females); Pap Smear (for females); Digital Rectal Examination + PSA (for males); abdominal and pelvic ultrasound (if indicated); Proctoscopy (if indicated); Pulmonary test (if indicated). |  |
|                                | Ages 50 & above  | History, BMI measurement, and P.E., including ophthal-mologic and ENT tests | CBC, Urinalysis, Fecalysis, Blood Chemistry: Fasting Blood Sugar, Hgb A1C, BUN, Creatinine, Uric Acid, Cholesterol, Triglyceride, HDL, LDL, HDL/LDL ratio, Liver Function: SGPT(ALT), SGOT (AST), total Bilirubin, B1B2 Albumin, Globulin, A/G ratio, Alkaline Phosphatase,   |  |





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|   |  |  | Serum electrolytes: Sodium, Potassium, Calcium; Chest x-ray; Cardiac Work-up: 12-lead ECG or Treadmill Stress Test plus 2D Echocardiography with Doppler studies); Mammography (for females); Pap Smear (for females); Digital Rectal Examination + PSA (for males); abdominal and pelvic ultrasound (if indicated); Proctoscopy and Barium Studies; Pulmonary Function Tests. |  |
| F.3   | The annual physical examinations of the Justices and their spouses who are enrolled in the Plan may be done either as an in-patient or out-patient service, at an accredited hospital/clinic of their choice. The attending physician shall recommend the array of tests to be done. The coverage thereof shall not be subject to age category mentioned in F.2.   |  |  |  |
| F.4   | The annual physical examinations of all other officials and employees shall be done as an out-patient service at an accredited hospital/clinic. A separate guideline on this shall be provided; and  |  |  |  |
| F.5   | Drug testing shall be included as part of the annual physical examination on <u>random basis</u> .   |  |  |  |
| <b>G. Reimbursement for Prescribed Medicines and Vaccines NOT COVERED under Section B.1 and C.8</b> |  |  |  |  |
| G.1   | Reimbursement of up to Seven Thousand Pesos ( <b>₱ 7,000.00</b> ) per member per contract year for prescribed medicines and vaccines not covered under Section B.1 and C.8 (excluding vitamins, supplements, tonic products, soap and shampoo), whether prescribed after out-patient consultation, emergency treatment, hospitalization, dental services, annual physical examination or preventive service; and |  |  |  |
| G.2   | Reimbursement of oral chemotherapy medicines shall be up to the <u>maximum coverage limit</u>  |  |  |  |
| <b>H. OPTICAL BENEFIT</b>   |  |  |  |  |
| H.1   | Reimbursement for Lens and Frames not exceeding Seven Thousand Pesos ( <b>₱7,000.00</b> ) per member per year  |  |  |  |
| <b>I. DEATH BENEFIT</b>   |  |  |  |  |
| I.1   | Financial assistance in the amount of Fifty Thousand Pesos ( <b>₱ 50,000.00</b> ) shall be given regardless of the cause of death of the member.   |  |  |  |
| I.2   | The package of benefits and the corresponding premium payments for (a) the retired Justices and (b) the spouses of incumbent Justices shall be the same as that of the incumbent Justices.   |  |  |  |
| I.3   | The package of benefits and the corresponding premium payments for (a) the qualified dependents of the incumbent Justices, and (b) the retired Employees shall be the same as that of the active Employees.  |  |  |  |



| III. TERMS AND CONDITIONS |  |  |
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| 1                         | The <b>HEALTH CARE PROVIDER</b> shall provide for all the services necessary to manage and/or administer the Supreme Court Healthcare Plan in accordance with the requirements and conditions set herein.  |  |
| 2                         | The <b>HEALTH CARE PROVIDER</b> guarantees to deliver efficient and effective service consistent with the objectives and purposes of the contract.   |  |
| 3                         | All Pre-existing Conditions 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. The list of Exclusions is indicated in Annex C.   |  |
| 4                         | All expenses for EMERGENCY CARE SERVICES enumerated in Section II (C) 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.”   |  |
| 5                         | All expenses for EMERGENCY CARE SERVICES enumerated in Section II (C) 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:   |  |
|                           | 5.1  | In areas where the <b>HEALTH CARE PROVIDER</b> has no accredited hospital or clinic, the <b>HEALTH CARE PROVIDER</b> shall reimburse all expenses including doctor’s fees incurred by the patient up to the Maximum Coverage Limits;   |
|                           | 5.2  | In areas where the <b>HEALTH CARE PROVIDER</b> has an accredited hospital or clinic, the <b>HEALTH CARE PROVIDER</b> shall reimburse all expenses including doctor’s fees incurred by the patient based on the <b>HEALTH CARE PROVIDER’S</b> existing RVU rates as if the patient had been confined in the accredited hospital or clinic and/or seen by accredited physicians, specialists and/or sub-specialists. |
| 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 the Maximum Coverage Limits. |  |
| 7                         | The professional services of a non-accredited physician, specialist or sub-specialist, rendered to a member while hospitalized for non-emergency treatment in a non-accredited hospital will be reimbursed based on the <b>HEALTH CARE PROVIDER’S</b> existing RVU rates.  |  |



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|    | 7.1  | Expenses in excess of what is allowed shall be shouldered by the patient  |  |
|    | 7.2  | Information on the <b>HEALTH CARE PROVIDER'S</b> prevailing surgical and hospital rates shall be provided within thirty (30) days from execution of contract by the <b>HEALTH CARE PROVIDER</b> for the information of the members  |  |
| 8  |      | All expenses for OUT-PATIENT SERVICES rendered in any 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 <b>HEALTH CARE PROVIDER'S</b> existing RVU rates.   |  |
| 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 RVU rates shall be settled by the <b>HEALTH CARE PROVIDER</b> directly with the non-accredited physician. In case the patient prefers a non-accredited physician, the professional fees shall be settled first by the patient subject to reimbursement by the <b>HEALTH CARE PROVIDER</b> based on prevailing RVU rates |  |
| 10 |      | Expenses in non-accredited hospitals shall be reimbursed in accordance with No. 7 above. However, the transfer of a patient from a non-accredited hospital to an accredited hospital shall be covered by the <b>HEALTH CARE PROVIDER</b> up to the Maximum Coverage Limits in the following situations only:  |  |
|    | 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 <b>HEALTH CARE PROVIDER</b> including ground ambulance transfer until transfer is eventually effected   |  |
|    | 10.2 | In cases where the patient refuses to be transferred, 100% of the fees and charges shall be reimbursed by the <b>HEALTH CARE PROVIDER</b> based on the <b>HEALTH CARE PROVIDER'S</b> existing RVU rates as if the patient had been confined in an accredited hospital and/or seen by an accredited physician or specialist  |  |
|    | 10.3 | In serious or life-threatening cases where the immediate transfer by any means is an absolute necessity for the patient's survival, the <b>HEALTH CARE PROVIDER</b> shall defray 100% of all related expenses until transfer is eventually effected   |  |
| 11 |      | All claims for reimbursement must be submitted to the <b>HEALTH CARE PROVIDER</b> within thirty (30) working days from the date of discharge or consultation and shall be paid within twenty (20) working days from submission of claim provided all necessary supporting documents are submitted   |  |



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| 12 | The <b>HEALTH CARE PROVIDER</b> shall provide liaison officers, coordinators (preferably hospital-based), and hotline services as follows:   |   |  |
|    | 12.1   | Liaison officers, coordinators (preferably hospital-based), and hotline services for EMERGENCY CARE SERVICES and HOSPITALIZATION/IN-PATIENT SERVICES shall be made available <b>on a 24-hour 7-day basis</b> ;  |  |
|    | 12.1   | Designated Medical Coordinators and/or accredited doctors and dentists in hospitals and/or clinics for OUT-PATIENT SERVICES shall be available from 8AM to 5PM and from Mondays through Saturdays. The designated Medical Coordinator must be a physician who shall be responsible for coordinating and overseeing the required healthcare services and benefits of the patient. He/she will initially examine, treat or refer patients to a specialist/s and/or sub-specialist/s, order diagnostic tests, prescribe the medicines and/or drugs, and arrange for the hospital confinement of the member whenever necessary; |  |
|    | 12.3   | At least one (1) liaison officer at the Supreme Court premises at Padre Faura St., Ermita, Manila, shall be provided to attend to availment concerns from Monday to Friday from 8AM to 5PM.   |  |
| 13 | The <b>HEALTH CARE PROVIDER</b> shall be required to submit the following:   |   |  |
|    | 13.1   | A <b>Utilization Report</b> containing the following information, among others: Services (Emergency Care, Hospitalization/In-Patient, Out-Patient, Reimbursements, Dental Care, Annual Physical Examination, Burial etc.) and benefits availed of and amount of utilization, the <b>census of cases according to illness, age, sex, and duration of hospitalization</b> . These reports shall be submitted on a semestral basis to the SC-OAS within sixty (60) days counted from the end of every semester   |  |
|    | 13.2   | An <b>updated list</b> of Healthcare 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 execution of the contract to the Court, through the SC-OAS   |  |
|    | 13.3   | Announcements/Pamphlets/Member Guideline Booklets for proper information and dissemination to the members to the Court, through the SC-OAS within thirty (30) days from execution of the contract   |  |
| 14 | To effectively monitor contract compliance and observations and concerns regarding the delivery of services and benefits under the Plan, the SC-OAS is designated as the Healthcare Plan Coordinator, and will be tasked with coordinating with the <b>HEALTH CARE PROVIDER</b> and/or his authorized representatives. |   |  |



|                               |   |       |
|-------------------------------|---|-------|
| 15                            | The benefits under the PhilHealth and/or Employees Compensation Commission (ECC) are deemed integrated with the benefits under this Plan. Hence, the <b>HEALTH CARE PROVIDER</b> 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 <b>HEALTH CARE PROVIDER</b> 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 |       |
| 16                            | 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 <b>HEALTH CARE PROVIDER</b> whatever rights the member may have by reason of the accident or event that gave rise to the claim.  |       |
| 17                            | The <b>HEALTH CARE PROVIDER</b> shall maintain a satisfactory standard of competency, conduct and integrity among its employees. In this regard, the <b>HEALTH CARE PROVIDER</b> shall act on complaints/feedbacks brought to its attention by the SC-OAS.  |       |
| IV. CONTRACT PERIOD           |   |       |
| V. CONTRACT PRICE             |   | ----- |
| VI. PERFORMANCE SECURITY      |   |       |
| VII. OBLIGATIONS OF THE COURT |   |       |
| VIII. PENALTY CLAUSES         |   |       |
| IX. OTHER CONDITIONS          |   |       |
| X. POINT OF SERVICE           |   |       |
| XI. VENUE OF ACTIONS          |   |       |
| ANNEXES (A, B, C)             |   |       |

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



Section VIII. Checklist of Technical and Financial Documents

| ENVELOPE 1: TECHNICAL COMPONENT |            |   |
|---------------------------------|------------|---|
| CLASS “A” DOCUMENTS             |            |   |
| Checklist                       | 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 the equivalent document for Exclusive Economic Zones or Areas</p> <p>I-1.c      Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</p> |
| 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)<br/>(For private contracts, NOA or NTP shall not be required.)</p> <p>(See sample Form VIII-A in Section VIII)</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 ₱100,000,000.00.</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>(See sample Form VIII-B in Section VIII)</p>   |





|  |                                    |  |
|--|------------------------------------|--|
|  | I-4                                | Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;<br><b>or</b><br>Original copy of Notarized Bid Securing Declaration ( <i>use Form VIII-C in Section VIII</i> )   |
|  | I-5                                | Conformity with the Schedule of Requirements ( <i>Accomplish/use form in Section VI</i> )  |
|  | I-6                                | 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> )   |
|  | I-6-a,<br>I-6-b,<br>I-6-c,<br>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)<br/>(<i>use Form VIII-D in Section VIII</i>);</p> <p>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:</p> <p>"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"</p> <p><b>and</b> 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 five (5) 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) or an affiliate of HMO   |
|  | I-11                               | Updated List of accredited hospitals and clinics, with the corresponding list of accredited doctors nationwide.  |
|  | I-12                               | Certificate of good standing from at least five (5) accredited major hospitals.  |
|  | I-13                               | <p>Statement identifying at least one (1) <b><u>EXISTING</u></b> contract with an annual premium equivalent to at least fifty percent (50%) of the approved budget for the contract (ABC) of ₱200,000,000.00 or <b>₱100,000,000.00</b>.</p> <p>The statement shall be supported by the following documents:</p> <ol style="list-style-type: none"><li>Copy of the contracts; and<br/>(If there is no contract, the purchase order [P.O.] may be submitted as long as the terms and conditions are included therein.)</li><li>Copy of the Certificate of Acceptance or Official Receipt of the last payment received.</li></ol>   |





|                     |      |   |
|---------------------|------|---|
|                     | I-14 | Certification/s of at least “Very Satisfactory” Performance from at least two (2) current clients 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><b><u>or</u></b></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><b><u>or</u></b></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) <u>(original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed)</u> |

**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. 2021-22: Procurement of Comprehensive Healthcare Plan  
for Supreme Court Officials and Employees for  
Two (2) Years***

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 |
|-------|--------|-----------|-----------|
| _____ | _____  | _____     | _____     |
| _____ | _____  | _____     | _____     |
| _____ | _____  | _____     | _____     |

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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.

**A F F I D A V I T**

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 Healthcare Plan for Supreme Court Officials and Employees for Two (2) Years;***

\_\_\_\_\_ [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 Healthcare Plan for Supreme Court Officials and Employees for Two (2) Years.***





\_\_\_\_\_ [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 |
|-------|--------|-----------|-----------|
| _____ | _____  | _____     | _____     |
| _____ | _____  | _____     | _____     |
| _____ | _____  | _____     | _____     |

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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   | Premium per individual | VAT | Total Premium |
|---|-------------------------------|-------|------------------------|-----|---------------|
| Chief Justice and Associate Justices                    | ₱1,000,000.00                 | 17    |                        |     |               |
| Employees   | ₱350,000.00                   | 2,736 |                        |     |               |
| TOTAL for Year 1  |                               |       |                        |     |               |
| GRAND TOTAL<br>TOTAL for Year 1 x 2 (For two (2) years) |                               |       |                        |     |               |
| 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 HEALTHCARE PLAN FOR  
SUPREME COURT OFFICIALS AND EMPLOYEES FOR TWO (2) YEARS**

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 Healthcare Plan for Supreme Court Officials and Employees for Two (2) Years.*** 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 **SUPPLIER** 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 ***Comprehensive Healthcare Plan for Supreme Court Officials and Employees for Two (2) Years***, 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 ***COMPREHENSIVE HEALTHCARE PLAN OF SUPREME COURT OFFICIALS AND EMPLOYEES FOR TWO (2) YEARS*** 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. 2021-22: *Procurement of Comprehensive Healthcare Plan  
for Supreme Court Officials and Employees for  
Two (2) Years***

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 / manufacturer / contractor / consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of (10) days from the receipt of the Notice of Award prior to the signing 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 |
|-------|--------|-----------|-----------|
| _____ | _____  | _____     | _____     |
| _____ | _____  | _____     | _____     |
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Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 20\_\_.