



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 to All Lower Court  
Personnel of the 1<sup>st</sup> and 2<sup>nd</sup> Level  
Including Shari'a Courts*



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## *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – 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 Appropriations of the Lower Courts for the Current Year 2023, intends to apply the sum of **One Hundred Seventy Two Million One Hundred Ninety One Thousand Eight Hundred Pesos (₱172,191,800.00) inclusive of Value-Added Tax**, being the Approved Budget for the Contract (ABC) to payment under the contract for the **Procurement of Comprehensive Health Care Plan to All Lower Courts Personnel of the 1st and 2nd Level including Shari'a Courts- ITB No. 2022-33**. 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 4:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **November 28, 2022 (Monday)** 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 Two Thousand Pesos (₱32,000.00)**. 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 **December 6, 2022 (Tuesday), 2:00 p.m.** within its premises and/or through video conferencing or webcasting via **Microsoft Teams**, which shall be open to prospective bidders. *In order to participate in the Pre-Bid Conference, interested bidders shall send a letter of intent (via electronic mail) containing the names and email addresses of interested participants on or before December 6, 2022 (Tuesday), 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 **December 20, 2022 (Tuesday), 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 December 20, 2022 (Tuesday), 1:00 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: [bacgs.sc@judiciary.gov.ph](mailto:bacgs.sc@judiciary.gov.ph); [scbacgs2010@gmail.com](mailto:scbacgs2010@gmail.com)  
Telephone No. (02) 8536-9233
12. For downloading of Bidding Documents, you may visit:  
<https://sc.judiciary.gov.ph/bids-and-awards/>

**Sgd.**

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







## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, *Supreme Court of the Philippines*, wishes to receive Bids for the *Procurement of Comprehensive Healthcare to All Lower Court Personnel of the 1<sup>st</sup> and 2<sup>nd</sup> Level including Shari'a Courts*, with identification number *ITB No. 2022-33*.

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 and personnel contributions in the amount of One Hundred Seventy Two Million One Hundred Ninety One Thousand Eight Hundred Pesos (₱172,191,800.00) inclusive of Value-Added Tax.

2.2. The source of funding for the subsidy is the Appropriations of the Lower Courts for CY 2023 pursuant to CAF No. 2022-35 dated 23 September 2023.

### **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*

<b>ITB Clause</b>															
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Procurement of health care plans</li> <li>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>														
7.1	Subcontracting is not allowed.														
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 border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th colspan="2" style="text-align: center;"><b>ENVELOPE NO. 1 TECHNICAL COMPONENT</b></th> </tr> <tr> <th colspan="2" style="text-align: center;"><b>CLASS "A" DOCUMENTS</b></th> </tr> <tr> <th style="text-align: center;"><b>INDEX TABS</b></th> <th style="text-align: center;"><b>LEGAL DOCUMENTS</b></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">I-1</td> <td>Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).</td> </tr> <tr> <th colspan="2" style="text-align: center;"><b>TECHNICAL DOCUMENTS</b></th> </tr> <tr> <td style="text-align: center;">I-2</td> <td>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.</td> </tr> <tr> <td colspan="2" style="text-align: center;">The statement shall be supported by the following</td> </tr> </tbody> </table>	<b>ENVELOPE NO. 1 TECHNICAL COMPONENT</b>		<b>CLASS "A" DOCUMENTS</b>		<b>INDEX TABS</b>	<b>LEGAL DOCUMENTS</b>	I-1	Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).	<b>TECHNICAL DOCUMENTS</b>		I-2	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.	The statement shall be supported by the following	
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The statement shall be supported by the following															





		<p>documents:</p> <ol style="list-style-type: none"> <li>1. Copies of the Contracts; and  (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)  (For private contracts, NOA or NTP shall not be required.)</li> </ol> <p><i>(See sample Form VIII-A in Section VIII)</i></p>	
	I-3	<p>Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within five (5) years prior to the date of bid submission. The SLCC must be at least fifty percent (50%) of the approved budget for the contract (ABC) or <b><u>₱86,095,900.00</u></b>.</p> <p><u>Supporting Document/s:</u></p> <p>The statement shall be supported by a copy/(ies) of the End-User's Acceptance or Official Receipt/(s) Issued for the Contract/(s)therein.)</p> <p><i>(See sample Form VIII-B in Section VIII)</i></p>	
	I-4	<p>Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;</p> <p style="text-align: center;"><b><u>or</u></b></p> <p>Original copy of Notarized Bid Securing Declaration (<i>use Form VIII-C in Section VIII</i>)</p>	
	I-5	<p>Conformity with the Schedule of Requirements (<i>Accomplish/use form in Section VI</i>)</p>	
	I-6	<p>Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (<i>use Accomplish/use form in Section VII</i>)</p>	



I-6-a, I-6-b, I-6-c, etc.	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) <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	<p>Company profile which shall include information on the number of years in the business and the list of its officers.</p> <p>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.</p>
I-9	Authority of the representative/signatory.





I-10	Latest Certificate of Registration issued by the Insurance Commission to operate as a Health Maintenance Organization (HMO)
I-11	<p>Updated list of accredited hospitals and clinics, with the corresponding list of accredited doctors nationwide.</p> <p>The list shall include the following major hospitals, together with the names of their specialists:</p> <ol style="list-style-type: none"><li>1. St. Luke's Hospitals (Global and QC)</li><li>2. Asian Hospitals</li><li>3. Capitol Medical Center</li><li>4. Cardinal Santos Medical Center</li><li>5. Makati Medical Center</li></ol>
I-12	Certificate of good standing from at least five (5) accredited major hospitals for the year 2021.
I-13	<p>Statement identifying at least one (1) <b>EXISTING</b> contract with an annual premium equivalent to at least fifty percent (50%) of the approved budget for the contract (ABC) or <b>₱86,095,900.00</b>. <b>The said account/contract must be nationwide.</b></p> <p>The statement shall be supported by the following documents:</p> <ol style="list-style-type: none"><li>1. Copy of the contracts; and</li></ol> <p>(If there is no contract, the purchase order [P.O.] may be submitted as long as the terms and conditions are included therein.)</p> <ol style="list-style-type: none"><li>2. 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 for at least six (6) months, of similar nature to the contract to be bid.
<b>FINANCIAL DOCUMENTS</b>	
I-15	<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 2021 Audited Financial Statement. Bidders shall attach the 2021 Audited Financial Statement to the NFCC Computation.)</p> <p style="text-align: center;"><b><u>or</u></b></p> <p>A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation (10% of ABC)</p>							
		<b>Class “B” Document</b>							
	I-16	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;</p> <p style="text-align: center;"><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>							
11	<p><b>Instructions regarding indexing of financial documents:</b> The second envelope shall contain documents comprising the financial component of the bid indexed as follows:</p> <table border="1" data-bbox="342 1589 1438 2021"> <thead> <tr> <th data-bbox="342 1589 505 1739"><b>INDEX TABS</b></th> <th data-bbox="505 1589 1438 1739"><b>FINANCIAL DOCUMENTS</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="342 1739 505 1839">II-1</td> <td data-bbox="505 1739 1438 1839">Original of duly signed and accomplished Financial Bid Form (<i>see Form VIII-E in Section VIII</i>).</td> </tr> <tr> <td data-bbox="342 1839 505 2021">II-2</td> <td data-bbox="505 1839 1438 2021">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> </tbody> </table>			<b>INDEX 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 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	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"><li>a. The amount of not less than ₱3,443,836.00 [<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</li><li>b. The amount of not less than ₱8,609,590.00 [<i>five percent (5%) of ABC</i>] if bid security is in Surety Bond.</li></ul>
15	<p><b>Instructions re: Sealing and Marking of bids:</b></p> <p>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>.</p> <p>The bidders shall enclose the technical components (eligibility and technical documents) in one sealed envelope and the financial component in another sealed envelope with the following markings on each of the two envelopes:</p>



**TECHNICAL COMPONENT**

**BID FOR THE**

*Procurement of Comprehensive Health Care Plan to All Lower Court Personnel of the 1<sup>st</sup> and 2<sup>nd</sup> Level including Shari'a Courts*

[COMPANY NAME]  
[COMPANY ADDRESS]  
[E-MAIL ADDRESS]

HON. LILIAN C. BARRIBAL-CO  
Chairperson  
SUPREME COURT BIDS AND AWARDS COMMITTEE  
FOR GOODS AND SERVICES  
(SC-BAC-GS)

**DO NOT OPEN BEFORE 1:00 p.m., 20 December 2022**

Check one:

- Original - Technical Component
- Copy No. 1 - Technical Component
- Copy No. 2 - Technical Component

**FINANCIAL COMPONENT**

**BID FOR THE**

*Procurement of Comprehensive Health Care Plan to All Lower Court Personnel of the 1<sup>st</sup> and 2<sup>nd</sup> Level including Shari'a Courts*

[COMPANY NAME]  
[COMPANY ADDRESS]  
[E-MAIL ADDRESS]

HON. LILIAN C. BARRIBAL-CO  
Chairperson  
SUPREME COURT BIDS AND AWARDS COMMITTEE  
FOR GOODS AND SERVICES  
(SC-BAC-GS)

**DO NOT OPEN BEFORE 1:00 p.m., 20 December 2022**

Check one:

- Original - Financial Component
- Copy No. 1 - Financial Component
- Copy No. 2 - Financial Component

The two envelopes shall be enclosed and sealed in one single envelope containing the following marking:

**BID FOR THE**

*Procurement of Comprehensive Health Care Plan to All Lower Court Personnel of the 1<sup>st</sup> and 2<sup>nd</sup> Level including Shari'a Courts*

[COMPANY NAME]  
[COMPANY ADDRESS]  
[E-MAIL ADDRESS]

HON. LILIAN C. BARRIBAL-CO  
Chairperson  
SUPREME COURT BIDS AND AWARDS COMMITTEE  
FOR GOODS AND SERVICES  
(SC-BAC-GS)

**DO NOT OPEN BEFORE 1:00 p.m., 20 December 2022**

- Original Bid
- Copy No. 1
- Copy No. 2



17	<p>Bid opening shall be conducted at <b>1:00 p.m.</b> on <b>December 20, 2022 (Tuesday)</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>a. 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>b. 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>c. 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	<p>One (1) Lot - <b><i>Procurement of Comprehensive Health Care Plan to All Lower Court Personnel of the 1<sup>st</sup> and 2<sup>nd</sup> Level including Shari'a Courts</i></b></p>
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>1. The latest <b>income tax returns and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS)</b>: <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>2. 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>3. 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*

<b>GCC Clause</b>	
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.

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

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

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature over Printed Name of  
Representative

\_\_\_\_\_  
Date



## ***Section VII. Technical Specifications***

### **TERMS OF REFERENCE**

### **COMPREHENSIVE HEALTH CARE PLAN TO ALL LOWER COURTS PERSONNEL OF THE 1<sup>ST</sup> AND 2<sup>ND</sup> LEVEL INCLUDING SHARI'A COURTS**

REGIONAL TRIAL COURT

FAMILY COURTS

METROPOLITAN TRIAL COURTS

MUNICIPAL TRIAL COURT IN CITIES

MUNICIPAL TRIAL COURTS

MUNICIPAL CIRCUIT TRIAL COURTS

SHARI'A CIRCUIT COURTS

SHARI'A DISTRICT COURTS

### **BIDDERS MUST SATISFY THE FOLLOWING CRITERIA:**

1. Registered with the Insurance Commission or licensed to operate as a Health Maintenance Organization (HMO);
2. At least three (3) years experience in handling government or private accounts on nationwide basis;
3. With at least one (1) existing contract with an annual premium equivalent to at least fifty (50) percent of the total ABC of this account; account must be nationwide;
4. With a functioning network of at least 680 accredited hospitals nationwide. This also includes the five (5) major hospitals in Metro Manila (St. Luke's Medical Center, Asian Hospitals, The Medical City, Cardinal Santos Medical Center, and Makati Medical Center together with their accredited specialists);
5. With at least 1,000 accredited clinics and laboratories nationwide; and
6. Has capability to issue swipe cards to all enrolled members.

### **I. COVERAGE**

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



2. Enrollment of members shall be done at the start of contract year for all lower courts employees from 1<sup>st</sup> and 2<sup>nd</sup> level including Shari'a Courts (Regional Trial Court, Family Court, Metropolitan Trial Courts, Municipal Trial Court, Municipal Trial Court in Cities, Municipal Circuit Trial Courts, Shari'a Circuit Courts, Shari'a District Courts). Coverage shall be until the end of the contract year.
3. All lower courts employees from 1<sup>st</sup> and 2<sup>nd</sup> level including Shari'a Courts (Regional Trial Court, Family Court, Metropolitan Trial Courts, Municipal Trial Court, Municipal Trial Court in Cities, Municipal Circuit Trial Courts, Shari'a Circuit Courts, Shari'a District Courts) who enter the service after the execution of the contract shall be covered effective on the date of their appointment or hiring as certified by the Administrative Services, Office of the Court Administrator. The corresponding premium shall be prorated.
4. All lower courts employees from 1<sup>st</sup> and 2<sup>nd</sup> level including Shari'a Courts (Regional Trial Court, Family Court, Metropolitan Trial Courts, Municipal Trial Court, Municipal Trial Court in Cities, Municipal Circuit Trial Courts, Shari'a Circuit Courts, Shari'a District Courts), who are separated due to retirement, resignation, transfer to another office, or dismissal for cause, shall be covered up to the end of the contract year when he/she is separated from service, provided that he/she shall pay his/her part of the premium for the remaining period in full. Payment shall be made within 60 days from date of separation from service.
5. Health Maintenance Organizations (HMOs) are invited to bid on the approved budget for this project which is **172,191,800 (inclusive of VAT)**. The approved budget is based on the actual number of all lower courts employees from 1<sup>st</sup> and 2<sup>nd</sup> level including Shari'a Courts (Regional Trial Court, Family Court, Metropolitan Trial Courts, Municipal Trial Court, Municipal Trial Court in Cities, Municipal Circuit Trial Courts, Shari'a Circuit Courts, Shari'a District Courts) estimated at **23,379 as of August 31, 2022**. Payment shall be on a **quarterly basis**.

## II. BENEFITS

This healthcare plan shall include the following:

### A. OUT-PATIENT BENEFITS



Unlimited consultation during regular clinic hours, to an accredited/affiliated physician(s)/specialist in an authorized/affiliated hospital/clinic(s).

1. Unlimited consultation during regular clinic hours, to an accredited/affiliated physician(s)/specialist in an authorized/affiliated hospital/clinic(s).
2. Treatment of minor injuries such as lacerations, abrasions, mild burns sprains and the like.
3. X-ray examinations, routine diagnostic and/or therapeutic procedures as prescribed by authorized/affiliated physicians(s) and specialist(s) which may consist of the following:
  - a) CBC and platelet count, ESR;
  - b) Blood Chemistries (FBS, HbA1C, Uric Acid, Lipid Profile, Liver Profile, Kidney Function, Electrolytes, calcium prostate specific antigen, and all type of diagnostic tests for malignancies) provided there is clinical basis for the test.
  - c) Urinalysis;
  - d) Diagnostic X-rays, including the following:
    - Face (including sinuses), Head and Neck
    - X-ray of the spine (cervical, thoracic, Lumbo-sacral)
    - Chest, ribs, sternum and clavicle
    - Biliary tract: Cholecystogram and Cholangiogram
    - Digestive: Plain film of the abdomen, Barium enema, Upper GI Series, Small Bowel series, Lower GI series
    - KUB, Pyelograms and cystograms
    - X-ray of the extremities and pelvis
  - e) 12 Lead ECG
  - f) Treadmill Stress Test and Echocardiograms
  - g) EEG
  - h) Papsmear
  - i) Nuclear/Radioactive isotope scan (thyroid, bone)
  - j) Ultrasound and brachytherapy.
4. Minor surgery not requiring confinement prescribed by authorized hospital network provider physician/specialist.
5. Laser therapy for retinal detachment and glaucoma prescribed by an affiliated Physician/Specialist **up to MCL**.
6. Physical therapy prescribed by affiliated rehab specialist **up to MCL (12sessions)**.



7. Cauterization of warts except genital and sexually transmitted warts prescribed by authorized hospital network provider physicians/specialist up to **Php 5,000.00 per member per year provided medically necessary & not for cosmetic purposes.**
8. Speech Therapy prescribed by authorized hospital network provider Physician/Specialist **up to MCL. (up to eight (8) session)**
9. Unlimited OB/GYNE consultations including pre and post natal consultations at authorized hospital network provider clinics (one pregnancy per member per year)
10. Reimbursement of prescribed out-patient medicines up to **Php7,000.00 per member per contract year. (Php7,000.00 per member of up to Php20 Million per contract year.)**

## **B. PREVENTIVE CARE BENEFITS**

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

- 1.1. Periodic monitoring of health problems.
- 1.2. Health-education and counseling on diet and exercise.
- 1.3. Health habits and family planning counseling.

## **C. ANNUAL PHYSICAL EXAMINATIONS (APE)**

Out-patient in an affiliated hospital on their birth months with a package of basic examinations which include the following examinations:

**Out-patient, including the following examinations, in an affiliated hospitals/clinics as designated by the HMO provider:**

- 1.3.1. Complete Medical Exam and Physical Examination
- 1.3.2. Chest X-Ray
- 1.3.3. Complete Blood Count
- 1.3.4. Routine Urine Examination
- 1.3.5. Routine Stool Examination
- 1.3.6. 12 Lead ECG
- 1.3.7. FBS



#### **D. IN-PATIENT BENEFITS:**

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

1. Hospital Room and Board according to the plan.
2. Use of operating and recovery rooms.
3. Professional fees in accordance with schedule of rates
  - 3.1. Attending Physicians
  - 3.2. Surgeons
  - 3.3. Anesthesiologists
  - 3.4. Cardio-pulmonary clearance before surgery and cardiac monitoring during surgery
4. Drugs, Medicines and other medications during hospitalization.
5. Whole blood and human blood products transfusion and intraveiuous fluids, including blood screening and cross matching.
6. Laboratory tests, x-rays and other similar necessary diagnostic services as ordered by the attending physician including, but not limited to the following: (up to MCL)
  - 6.1. Angiography (e.g. coronary, cerebral, retinal, pulmonary, GI etc.)
  - 6.2. Pulmonary Function Test (e.g. Spirometry, Lung Volumes, Electrical Conduction Studies, Electroencophalogram, Electromyography, Nerve Conduction/Velocity Study)
  - 6.3. Radionuclide Studies (e.g. Venticulography, Thallium Stress Testing Pyrophosphate Scintigranphy, Positron Emmsions Tomography, Radionuclide Scans, Pulmonary Perfusion/Ventilation Scan)
  - 6.4. Sonography (e.g. 2D Echo-Plain and with Doppler, Liver and Biliary Tree, Kidney Ureter, Bladder, Thyroid, Pelvic Transvaginal, Breast)





- 6.5. Endoscopy (e.g. Esophagoscopy, Gastrosocopy, Colonoscopy, Sigmoidoscopy, Laryngoscopy, Bronchoscopy, Orthopedic Arthroscopy)
- 6.6. Other procedures such as Myelography, Mammography, Bone Densitometry, Treadmill Stress Test.
- 7. Dressing, conventional cast (plaster of paris) and sutures.
- 8. Anesthesia and its administration.
- 9. Standard admission kit
- 10. Indicated use of ICU, CCU and special units subject to maximum limits for the underlying dreaded diseases.
- 11. Standard Nursing Services
- 12. Oxygen and its administration.
- 13. All other items directly related in the medical management of the patient, as deemed medically necessary by the attending affiliated physician.
- 14. Maximum coverage limit (MCL) per member per illness or injury, per year shall be as follows:

Member	Coverage	Room
- All lower courts employees from 1 <sup>st</sup> and 2 <sup>nd</sup> level including Shari'a Courts (Regional Trial Court, Family Courts, Metropolitan Trial Courts, Municipal Trial Courts, Municipal Trial Court in Cities, Municipal Circuit Trial Courts, Shari'a Circuit Courts, Shari'a District Courts)	Up to 100,000.00 per illness per year	Regular Private Room

- 15. The hospital confinement must be recommended by an authorized network provider physician and covered by a **“letter of authority”**.
- 16. Theconfinement shall be in an affiliated hospital and the room accommodation shall be in accordance with the member’s Room and Board accommodation specified herein.
- 17. Professional services should be provided by affiliated physicians. In case, however, the attending physician in an affiliated hospital preferred by a member-patient is non-affiliated the HMO shall



reimburse the professional fees paid by the member-patient to his/her attending doctor subject to the Relative Unit Value (RUV) rate.

#### **E. EMERGENCY ROOM BENEFITS:**

1. Affiliated hospital network provider shall cover emergency services, or treatments, not otherwise excluded under the provision of this Contract.
2. Emergency care connotes that treatments must be instituted within 24 hours from the time the ailment or injury was sustained, or within 24 hours from the onset of symptoms of a potentially serious illness. To eliminate doubt on the terms “emergency care” it shall mean such services or treatment provided or initiated at the ER of a hospital.
3. The Member (or representative) shall notify authorized hospital network provider within twenty-four (24) hours, of any hospital confinement necessitated by an emergency. The employee (or representative) must provide reasonable information as to the nature of the incident/event requiring emergency. Any hospital confinement shall become subject to the applicable terms and conditions of this Contract. Authorized hospital network provider may, at its sole discretion refuse to extend in-patient benefits in care of failure to provide the aforementioned requirement.

#### **F. EMERGENCY CARE IN AN ACCREDITED HOSPITAL:**

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

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

1. Doctors' services
2. Emergency room fees
3. Medicines for immediate relief of pain and other symptoms.
4. Oxygen, intravenous fluid, whole blood and human blood products
5. Dressing, plaster casts and sutures
6. X-rays, laboratory and diagnostic examinations
7. Ambulance services up to Php3,000.00 per member per year. Hospital to hospital conduction only.
8. Initial dose of anti-rabies, anti-verom and anti-tetanus shots immunization;





9. Any pertinent and/or other tests, medical services necessary for patient's emergency management.

#### **G. EMERGENCY CARE IN A NON-ACCREDITED HOSPITAL:**

1. When a member requires immediate medical attention necessitating use of the facilities of the nearest Non-Affiliated Hospital, (the provider) shall reimburse the Member 100% of the actual hospital bills inclusive of Professional fees if notified within twenty-four (24) hours. Otherwise, total reimbursement may be up to 80% only of actual hospital bill.
2. After an emergency treatment had been administered and the Member requires confinement, the members or his representative as a pre-requisite for in-patient coverage, must notify (the provider) within twenty-four (24) hours after admission. Authorization for in-patient coverage may be withheld should the twenty-four (24) hours notification is not followed. However, in case the patient, due to his medical condition is unable to communicate directly or through a representative, the 24 hours notification period shall be extended until twenty-four hours from the time he/she is clinically able to do so.

#### **H. BENEFITS FOR SPECIAL DIAGNOSTIC PROCEDURES:**

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

##### **A.A) Immunologic and Special Laboratory Examinations:**

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

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

- 1.1.1.1. Stress Testing (All Types)
- 1.1.1.2. Nuclear Radioactive Imaging
- 1.1.1.3. (including Parathyroid Scan)
- 1.1.1.4. Total Body Scan
- 1.1.1.5. Bone Scan
- 1.1.1.6. Renal Scan
- 1.1.1.7. Pulmonary Scan
- 1.1.1.8. Thallium Scan
- 1.1.1.9. Thyroid Scan
- 1.1.1.10. Echocardiography (all types)
- 1.1.1.11. Fluorescent Angiography or Angioscopy of Eye Total
- 1.1.1.12. Breast Scintigraphy (EEG)
- 1.1.1.13. Electromyography with Nerve Conduction Test
- 1.1.1.14. Electroencephalography (EEG)
- 1.1.1.15. Chest, Abdominal, thyroid, renal, breast, or pelvic ultrasonography (including transvaginal)
- 1.1.1.16. 3D imaging
- 1.1.1.17. Mammography
- 1.1.1.18. Positron Emission Tomography (PET SCAN)

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

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

1. Lithotripsy.
2. Laparoscopic Cholecystomy.
3. Endoscopic Procedures.
4. Computerized Tomography Scan (CT Scan) Neuroscan.
5. Magnetic Resonance Imaging (MRI)
6. Magnetic Resonance Angiogram (MRA)
7. Nuclear Radioactive/Magnetic Isotope Scan (Thyroid, Bone) ultrasound and brachetherapy.
8. Sleep Study is covered Php20,000.00 per year.
9. Pelvic Laparoscopy up to MCL.
10. Sclerotherapy.
11. Dialysis up to MCL.
12. Chemotherapy up to MCL.
13. Hysteroscopic Myoma.
14. Adult Hernias (age over 18 years).



15. Cyrosyrgery.
16. Fluorescein angiogram.
17. Acquired (Adult) Hernia.
18. Angioplasty.
19. Eye, ear, nose, and throat care including:
  1. Cataract surgery is covered (except eye correction)
  2. Laser Eye Treatment, except for errors of refraction
  3. endoscopic Sinus Surgery.
  4. Laser Tonsillectomy.
20. Arthroscopic Knee Surgery
21. Special modalities and Diagnostic Procedures that are new in the market and accepted or approved by the medical community but not on an experimental stage or part of a research study shall be covered up to MCL, subject to evaluation should there be any alternative.

#### **I. DENTAL BENEFITS:**

The following dental benefits are available to members at a hospital network provider clinics or at any of (*Insurance Company*) accredited dental clinic:

1. Annual Oral/Dental Examinations
2. Emergency Dental Treatment
3. Oral Prohylaxis (Twice a year at least six months apart)
4. Simple Tooth extraction (except surgery for impaction)
5. Restorative and Prosthodontic Treatment Planning
6. Temporative and Prosthodontic Treatment Planning
7. Simple adjustment of dentures
8. Recementation of jacket crowns, inlays and onlays
9. Dental Nutrition and Dietary Counselling
10. Dental Health Education
11. Temporary Filling

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

#### **J. DEATH BENEFIT:**

Life Insurance coverage amount of **Php35,000.00** shall be given regardless of the cause of death of the member.



### **III. TERMS AND CONDITIONS**

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



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



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

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



1.14. The contractor shall be **required** to submit the following:

- 1.14.1. A Utilization Report containing the following information, among others: Services (Emergency Care, Hospitalization/In-Patient, Out-Patient, Reimbursements, burial, etc.) and benefits availed of and amount of utilization, the census of cases according to illness, age, submitted on a semestral basis to this Court.
- 1.14.2. The Nationwide list of Health Care Provider coordinators, accredited hospitals, clinics, physicians, dentists including centers, accredited for special services such as but not limited to dialysis, eye care, animal bites or poisoning management, slimming and biometric programs. These informational materials shall be submitted, within thirty (30) days from the execution of the contract to the Court through the Office of Administrative Services, Office of the Court Administrator (OCA).
- 1.14.3. **Within thirty (30) days from execution of the contract**, the Identification/Swipe Cards shall be distributed by the contractor directly to the various Offices of the Clerk of Court for distribution to the court employees. The Office of Administrative Services, OCA, shall coordinate with the contractor in such distribution by providing the names and addresses of the various OCCs, if needed. Announcements/Pamphlets/Member Guideline Booklets for proper information will be distributed by the contractor directly to the court personnel.

1.15. To effectively monitor contract compliance and any observation and concern regarding the delivery of services and benefits under the Plan, **the Office of Administrative Services—OCA and/or SC Medical Clinic Services are designated as the Health Care Plan Coordinator**, and will be tasked with coordinating with the contractor and/or his authorized representatives.

1.16. The benefits under the PhilHealth and/or Employees Compensation Commission (ECC) are deemed integrated with the benefits under this Plan. Hence, the contractor shall not be required to pay or advance the cost of benefits under PhilHealth and/or ECC. In case of hospital confinements, members should accomplish and submit the required PhilHealth Claim Form. Otherwise, the contractor shall not be required to pay the PhilHealth





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

- 1.17. If the member’s bodily injuries are claimed to have been caused by an act or omission of a third party through a motor vehicle, the services and benefits shall be covered if the member executes an agreement to subrogate to the contractor whatever rights the member may have by reason of the accident or event that gave rise to the claim.
- 1.18. The contractor shall maintain a satisfactory standard of competency, conduct and integrity among its employees. In this regard, the contractor shall act on complaints/feedbacks brought to its attention by the Office of Administrative Services – OCA.
- 1.19. At least one (1) liaison officer at the main headquarters of PACE located at 5<sup>th</sup> Floor, Manila City Hall, or 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.

**IV. CONTRACT PERIOD**

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

**V. PERFORMANCE SECURITY**

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

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





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

## **A. OBLIGATIONS OF THE COURT**

The COURT undertakes to:

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

## **B. PENALTY CLAUSES**

1. In case any of the accredited doctors/hospital/clinics as appearing in the list submitted by the contractor delays, for any reason whatsoever, to render medical assistance to any Lower Court personnel whenever necessary, the contractor agrees to pay in favor of the judge/personnel concerned, as liquidated damages, an amount equivalent to one percent (1%) of the total coverage of the member for every day of delay.
  - a. In the event the contractor fails and/or refuses to render medical assistance to any personnel in violation of the provisions of these Terms of Reference, the contractor shall pay the said personnel the full amount of his/her coverage and for all damages suffered and/or expenses incurred by reason of such delay and/or refusal.
  - b. The SC shall approve the list of accredited hospitals, clinics, and doctors and shall have the right to add more doctors/hospitals/clinics for accreditation. If the designated doctors/hospitals/clinics refuse accreditation, the contractor shall be excused from complying with this provision.
2. The contractor shall not assign or subcontract the services or any portion thereof covered by the Health Care Plan.



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

**C. OTHER CONDITIONS**

1. The personnel of the lower courts shall not be liable for any unpaid bills of the contractor.
2. In the event of fraudulent use of the membership card by any member, such as, but not limited to, use of the membership card by another person, connivance of the member with the doctor, etc., the contractor has the right to terminate the membership of the said member who perpetrated or participated in the fraudulent act.
3. In the event that the member exceeds his Maximum Coverage Limit, the excess amount shall be collected from the member by the contractor with the assistance of the Office of Administrative Services-OCA.

**VI. POINT OF SERVICE**

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

**ANNEX A**

**MAXIMUM COVERAGE LIMITS (MCLS)**

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

<b>Member</b>	<b>Coverage</b>	<b>Room</b>
All lower courts employees from 1 <sup>st</sup> and 2 <sup>nd</sup> level including Shari'a Courts (Regional Trial Court, Family Courts, Metropolitan Trial Courts, Municipal Trial Courts, Municipal Trial Court in Cities, Municipal Circuit Trial Courts, Shari'a Circuit Courts, Shari'a District Courts).	Up to 100,000.00 per illness per year	Regular Private Room



## ANNEX B

### Categories of Illnesses

#### **A. Pre-existing Conditions/Diseases**

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

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



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

## **B. Dreaded Illnesses**

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

1. Serious accidents and 3<sup>rd</sup> degree 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/Renal Failure 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 additions, 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. AIDS and AIDS-related diseases
18. Back injuries or persistent back pains (scoliosis, lumbago)
19. Slipped Disc, Spinal Stenosis, Spondylosis and the like
20. Non-dreaded Illnesses

## **C. Any Illness or injury not covered under dreaded illnesses and exclusions.**



## ANNEX C

### **EXCLUSIONS**

The following conditions will be considered exclusions from the coverage:

1. Cosmetic surgery and Oral surgery (except for dermatological procedures contained under A.7 of the Terms of Reference and for reconstructive surgery to treat a dysfunctional defect due to disease, accident or injury).
2. Circumcision except for correction of Phimosis.
3. Experimental medical procedures, acupuncture, acupressure, reflexology and chiropractics.
4. Services to diagnose and/or reverse infertility or fertility and virility/potency (erectile dysfunction).
5. Diseases transmitted sexually.
6. Injuries caused by firecrackers lit/exploded by the member himself/herself.
7. Injuries/illnesses suffered under conditions of war, riots, other civil disturbances.
8. 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.
9. Treatment of injuries sustained in a motor vehicle accident if the MEMBER or his guardian fails or refuses to sign the Deed of Subrogation.
10. Rest cures, custodial, domiciliary, convalescent or intermediate care;
11. Purchase or lease of durable medical equipment, oxygen dispensing equipment and oxygen except when prescribed and necessitated during hospital confinement.
12. Routine physical examination and diagnostic/screening test for obtaining or continuing employment, requirement in school, insurance or government licensing.
13. Professional fees of medico-legal officers
14. Dermatological procedures for purposes of beautification
15. Corrective eye surgery for error of refraction
16. Injuries caused by hazardous sports/activities (i.e. scuba diving, mountain climbing, sky diving, bungee jumping, and the likes)



**Section VII-A. Technical Bid Form**

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

***This form itself must be submitted.***

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

*[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.]*

<b>REQUIREMENTS (Based on Terms of Reference)</b>	<b>Statement of Compliance</b>
<b>CRITERIA</b>	
Registered with the Insurance Commission or licensed to operate as a Health Maintenance Organization (HMO)	
At least three (3) years experience in handling government or private accounts on nationwide basis	
With at least one (1) existing contract with an annual premium equivalent to at least fifty (50) percent of the total ABC of this account; account must be nationwide	
With a functioning network of at least 680 accredited hospitals nationwide. This also includes the five (5) major hospitals in Metro Manila (St. Luke’s Medical Center, Asian Hospitals, The Medical City, Cardinal Santos Medical Center, and Makati Medical Center together with their accredited specialists)	
With at least 1,000 accredited clinics and laboratories nationwide	
Has capability to issue swipe cards to all enrolled members	
<b>I. COVERAGE</b>	



<p><b>II. BENEFITS</b></p>	
<p><b>A. OUT-PATIENT BENEFITS</b>          Unlimited consultation during regular clinic hours, to an accredited/affiliated physician(s)/specialist in an authorized/affiliated hospital/clinic(s).</p>	
<p>1. Unlimited consultation during regular clinic hours, to an accredited/affiliated physician(s)/specialist in an authorized/affiliated hospital/clinic(s).</p>	
<p>2. Treatment of minor injuries such as lacerations, abrasions, mild burns sprains and the like.</p>	
<p>3. X-ray examinations, routine diagnostic and/or therapeutic procedures as prescribed by authorized/affiliated physicians(s) and specialist(s) which may consist of the following:</p> <ul style="list-style-type: none"> <li>e) CBC and platelet count, ESR;</li> <li>f) Blood Chemistries (FBS, HbA1C, Uric Acid, Lipid Profile, Liver Profile, Kidney Function, Electrolytes, calcium prostate specific antigen, and all type of diagnostic tests for malignancies) provided there is clinical basis for the test.</li> <li>g) Urinalysis;</li> <li>h) Diagnostic X-rays, including the following:             <ul style="list-style-type: none"> <li>p Face (including sinuses), Head and Neck</li> <li>p X-ray of the spine (cervical, thoracic, Lumbo-sacral)                 <ul style="list-style-type: none"> <li>o Chest, ribs, sternum and clavicle</li> <li>o Biliary tract: Cholecystogram and Cholangiogram</li> <li>o Digestive: Plain film of the abdomen, Barium enema, Upper GISeries, Small Bower series, Lower GI series</li> <li>o KUB, Pyelograms and cystograms</li> <li>o X-ray of the extremities and pelvis</li> </ul> </li> </ul> </li> <li>k) 12 Lead ECG</li> </ul>	





<p>l) Treadmill Stress Test and Echocardiograms m) EEG n) Papsmear o) Nuclear/Radioactive isotope scan (thyroid, bone) p) Ultrasound and brachytherapy.</p>	
<p>4. Minor surgery not requiring confinement prescribed by authorized hospital network provider physician/specialist.</p>	
<p>5. Laser therapy for retinal detachment and glaucoma prescribed by an affiliated Physician/Specialist <b>up to MCL.</b></p>	
<p>6. Physical therapy prescribed by affiliated rehab specialist <b>up to MCL (12sessions).</b></p>	
<p>7. Cauterization of warts except genital and sexually transmitted warts prescribed by authorized hospital network provider physicians/specialist up to <b>Php 5,000.00 per member per year provided medically necessary &amp; not for cosmetic purposes.</b></p>	
<p><b>8.</b> Speech Therapy prescribed by authorized hospital network provider Physician/Specialist <b>up to MCL. (up to eight (8) session)</b></p>	
<p>9. Unlimited OB/GYNE consultations including pre and post natal consultations at authorized hospital network provider clinics (one pregnancy per member per year)</p>	
<p>10. Reimbursement of prescribed out-patient medicines up to <b>Php7,000.00</b> per member per contract year. <b>(Php7,000.00 per member of up to Php20 Million per contract year.)</b></p>	



<p><b>B. PREVENTIVE CARE BENEFITS</b></p> <p>The following no-charge services shall also be provided by authorized hospital network provider:</p> <ul style="list-style-type: none"> <li>a. Periodic monitoring of health problems.</li> <li>b. Health-education and counseling on diet and exercise.</li> <li>c. Health habits and family planning counseling.</li> </ul>	
<p><b>C. ANNUAL PHYSICAL EXAMINATIONS (APE)</b></p> <p>Out-patient in an affiliated hospitals/clinics designated by the HMO provider on their birth months with a package of Executive Annual Physical Examinations, which include the following examinations:</p> <p><b>Out-patient, including the following examinations, in an affiliated hospitals/clinics as designated by the HMO provider</b></p>	
<ul style="list-style-type: none"> <li>1.1.1. Complete Medical Exam and Physical Examination</li> <li>1.3.2. Chest X-Ray</li> <li>1.3.3. Complete Blood Count</li> <li>1.3.4. Routine Urine Examination</li> <li>1.3.5. Routine Stool Examination</li> <li>1.3.6. 12 Lead ECG</li> <li>1.3.7. FBS</li> </ul>	
<p><b>D. IN-PATIENT BENEFITS</b></p> <p>For any illness or injury requiring hospitalization, the Member shall be entitled to the in-patient care benefits enumerated below. Prior to the availment of in-patient care benefits, all required administrative documents and clearance shall, whenever possible, first be obtained from authorized hospital network provider liaison officer for presentation to the Admitting Section of the hospital concerned unless the confinement is in the nature of an emergency, or of extreme urgency as supported by the clinical chart. The in-patient care benefits are further subject to the exclusions and limitations specified in the pertinent provisions of this Contract.</p>	



1.	Hospital Room and board according to plan benefit	
2.	Use of Operating room and Recovery room	
3.	Professional fees in accordance with schedule of rates  3.1 Attending Physicians 3.2 Surgeons 3.3 Anesthesiologists 3.4 Cardio-pulmonary clearance before surgery and cardiac monitoring during surgery	
4.	Drugs, medicines and other medications during hospitalization	
5.	Whole blood and human blood products transfusion and intravenous fluids, including blood screening and cross matching.	
6.	Laboratory tests, x-rays and other similar necessary diagnostic services as ordered by the attending physician including, but not limited to the following: (up to MCL)	
6.1.	Angiography (e.g. coronary, cerebral, retinal, pulmonary, GI etc.)	
6.2.	Pulmonary Function Test (e.g. Spirometry, Lung Volumes, Electrical Conduction Studies, Electroencephalogram, Electromyography, Nerve Conduction/Velocity Study)	
6.3.	Radionuclide Studies (e.g. Venticulography, Thallium Stress Testing Pyrophosphate Scintigraphy, Positron Emissions Tomography, Radionuclide Scans, Pulmonary Perfusion/Ventilation Scan)	
6.4.	Sonography (e.g. 2D Echo-Plain and with Doppler, Liver and Biliary Tree, Kidney Ureter, Bladder, Thyroid, Pelvic Transvaginal, Breast)	
6.5.	Endoscopy (e.g. Esophagoscopy, Gastroscopy, Colonoscopy, Sigmoidoscopy, Laryngoscopy,	



<p>Bronchoscopy, Orthopedic Arthroscopy)</p> <p>6.6. Other procedures such as Myelography, Mammography, Bone Densitometry, Treadmill Stress Test.</p>			
7. Dressing, conventional cast (plaster of paris) and sutures.			
8. Anesthesia and its administration			
9. Standard Admission Kit			
10. Indicated use of ICU, CCU and special units subject to maximum limits for the underlying dreaded diseases.			
11. Standard Nursing Services			
12. Oxygen and its administration			
13. All other items directly related in the medical management of the patient, as deemed medically necessary by the attending affiliated physician.			
14. Maximum coverage limit (MCL) per member per illness or injury, per year shall be as follows:			
	<b>Member</b>	<b>Coverage</b>	<b>Room</b>
	- All lower courts employees from 1 <sup>st</sup> and 2 <sup>nd</sup> level including Shari'a Courts (Regional Trial Court, Family Courts, Metropolitan Trial Courts, Municipal Trial Courts, Municipal Trial Courts in Cities, Municipal Circuit Trial Courts, Shari'a Circuit Courts, Shari'a District Courts)	Up to ₱100,000.00 per illness per year	Regular Private Room
15. The hospital confinement must be recommended by an authorized network provider physician and covered by a <b>“letter of authority”</b> .			
16. The confinement shall be in an affiliated hospital and the room accommodation shall be in accordance with the member's Room and Board accommodation specified herein.			
17. Professional services should be provided by affiliated physicians. In case, however, the attending physician in an affiliated hospital preferred by a member-patient is non-affiliated the HMO shall reimburse the professional fees paid by the member-patient to his/her attending doctor			



<p>subject to the Relative Unit Value (RUV) rate.</p>	
<p><b>E. EMERGENCY ROOM BENEFITS</b></p>	
<p>1. Affiliated hospital network provider shall cover emergency services, or treatments, not otherwise excluded under the provision of this Contract.</p>	
<p>2. Emergency care connotes that treatments must be instituted within 24 hours from the time the ailment or injury was sustained, or within 24 hours from the onset of symptoms of a potentially serious illness. To eliminate doubt on the terms “emergency care” it shall mean such services or treatment provided or initiated at the ER of a hospital.</p>	
<p>3. The Member (or representative) shall notify authorized hospital network provider within twenty-four (24) hours, of any hospital confinement necessitated by an emergency. The employee (or representative) must provide reasonable information as to the nature of the incident/event requiring emergency. Any hospital confinement shall become subject to the applicable terms and conditions of this Contract. Authorized hospital network provider may, at its sole discretion refuse to extend in-patient benefits in care of failure to provide the aforementioned requirement.</p>	
<p><b>F. EMERGENCY CARE IN AN ACCREDITED HOSPITAL</b></p>	
<p>Without prejudice and subject to the other provisions of these Contract, Emergency Care provider to a member at the ER of accredited hospital or its authorized hospital network provider accredited hospital shall be covered as per the terms of this Contract.</p>	
<p>A member can go directly to the emergency room of an authorized affiliated hospital. Non-Emergency consultations are not allowed in the emergency room of hospital. Emergency care includes the following:</p> <ul style="list-style-type: none"> <li>a. Doctor’s services</li> <li>b. Emergency room fees</li> <li>c. Medicines for immediate relief of pain and other symptoms</li> <li>d. Dressings, plaster casts and sutures</li> </ul>	



<ul style="list-style-type: none"> <li>e. Oxygen and intravenous fluids, whole blood and human blood products</li> <li>f. X-ray, laboratory and other diagnostic examinations</li> <li>g. Ambulance services up to Php3,000.00 per member per year. Hospital to hospital conduction only.</li> <li>h. Initial dose of anti-rabies, anti-venom and anti-tetanus shots immunization</li> <li>i. Any pertinent and/or other tests, medical services necessary for patient's emergency management</li> </ul>	
<p><b>G. EMERGENCY CARE IN A NON-ACCREDITED HOSPITAL</b></p>	
<p>1. When a member requires immediate medical attention necessitating use of the facilities of the nearest Non-Affiliated Hospital, (the provider) shall reimburse the Member 100% of the actual hospital bills inclusive of Professional fees if notified within twenty-four (24) hours. Otherwise, total reimbursement may be up to 80% only of actual hospital bill.</p>	
<p>2. After an emergency treatment had been administered and the Member requires confinement, the members or his representative as a pre-requisite for in-patient coverage, must notify (the provider) within twenty-four (24) hours after admission. Authorization for in-patient coverage may be withheld should the twenty-four (24) hours notification is not followed. However, in case the patient, due to his medical condition is unable to communicate directly or through a representative, the 24 hours notification period shall be extended until twenty-four hours <u>from the time he/she is clinically able to do so.</u></p>	
<p><b>H. BENEFITS FOR SPECIAL DIAGNOSTIC PROCEDURES</b></p>	
<p>The Member may avail of any specialized laboratory examination and computer-based diagnostic procedures as enumerated below, provided that the examination is made upon the request of its authorized hospital network provider affiliated physician(s). These include the following:</p>	
<p>A.A) Immunologic and Special Laboratory Examinations:</p>	
<p>1. Hepatitis Profile, e.g.HbeAG, HBS Ag, Anti</p>	



Hbc (IgM), Anti-HAV (IgM)	
2. ANA Profile, e.g. Anti-Nuclear-Anti-body, Anti-Native-DNA, Anti-SM, Anti-SSA, Beta HCGm ANA.	
3. Thyroid Profile, e.g. T3T4, TSH, FTA-ABS	
4. TORCH Profile, e.g. Anti-Toxoplasma Gondii (IgM), Anti Rubelloa, Anti-Cytomegalo-Virus (Total Ig)	
5. SLE Test, FAT Widal Test, ASO Titer, Serum Ig-Ci, Alpha-Feto, Protein, ESR.	
6. Urine/Blood culture and sensitivity test	
7. 24 hour protein determination	
8. Troponin	
9. Glycosylated Hemoglobin	
10. Prostate Specific Antigen (PSA)	
A.B) Special and Computer-Based Diagnostic Procedures:	
1.1.1.1. Stress Testing (All Types)	
1.1.1.2. Nuclear Radioactive Imaging	
1.1.1.3. (including Parathyroid Scan)	
1.1.1.4. Total Body Scan	
1.1.1.5. Bone Scan	
1.1.1.6. Renal Scan	
1.1.1.7. Pulmonary Scan	
1.1.1.8. Thallium Scan	
1.1.1.9. Thyroid Scan	





1.1.1.10.	Echocardiography (all types)	
1.1.1.11.	Flourescent Angiography or Angioscopy of Eye Total	
1.1.1.12.	Breast Scintigraphy (EEG)	
1.1.1.13.	Electromyelography with Nerve Conduction Test	
1.1.1.14.	Electroencephalography (EEG)	
1.1.1.15.	Chest, Abdominal, thyroid, renal, breast, or pelvic ultrasonography (including transvaginal)	
1.1.1.16.	3D imaging	
1.1.1.17.	Mammography	
1.1.1.18.	Positron Emission Tomography (PET SCAN)	
A.C) Any other special diagnostic procedures and modalities of therapeutic procedures not stipulated above shall be covered.		
A.D) Computerized-Based Diagnostic Procedures are covered: (up to MCL)		
1.	Lithotripsy.	
2.	Laparoscopic Cholecystomy.	
3.	Endoscopic Procedures.	
4.	Computerized Tomography Scan (CT Scan) Neuro scan.	
5.	Magnetic Resonance Imaging (MRI)	
6.	Magnetic Resonance Angiogram (MRA)	
7.	Nuclear Radioactive/Magnetic Isotope Scan (Thyroid, Bond) ultrasound and brachetherapy.	
8.	Sleep Study is covered ₱20,000.00 per year.	



9. Pelvic Laparoscopy up to MCL.	
10. Sclerotherapy.	
11. Dialysis up to MCL.	
12. Chemotherapy up to MCL.	
13. Hysteroscopic Myoma.	
14. Adult Hernias (age over 18 years).	
15. Cyrosyrgery.	
16. Fluorescein angiogram.	
17. Acquired (Adult) Hernia.	
18. Angioplasty.	
19. Eye, ear, nose, and throat care including: 1. Cataract surgery is covered (except eye correction) 2. Laser Eye Treatment, except errors of refraction 3. endoscopic Sinus Surgery. 4. Laser Tonsillectomy.	
20. Arthroscopic Knee Surgery	
21. Special modalities and Diagnostic Procedures that are new in the market and accepted or approved by the medical community but not on an experimental stage or part of a research study shall be covered up to MCL, subject to evaluation should there be any alternative.	
<b>I. DENTAL BENEFITS</b>	
The following dental benefits are available to members at a hospital network provider clinics or at any of ( <i>Insurance Company</i> ) accredited dental clinic:  12. Annual Oral/Dental Examinations	



<ol style="list-style-type: none"> <li>13. Emergency Dental Treatment</li> <li>14. Oral Prohylaxis (Twice a year at least six months apart)</li> <li>15. Simple Tooth extraction (except surgery for impaction)</li> <li>16. Restorative and Prosthodontic Treatment Planning</li> <li>17. Temporative and Prosthodontic Treatment Planning</li> <li>18. Simple adjustment of dentures</li> <li>19. Recementation of jacket crowns, inlays and onlays</li> <li>20. Dental Nutrition and Dietary Counselling</li> <li>21. Dental Health Education</li> <li>22. Temporary Filling</li> </ol>	
<p>All dental services other than the above as prescribed by an accredited dentist shall be at discounted prices and shall only be performed with upon prior arrangement with the provider or its authorized officer/representative.</p>	
<p><b>J. DEATH BENEFIT</b></p> <p>Life Insurance coverage amount of <b>₱35,000.00</b> shall be given regardless of the cause of death of the member.</p>	
<p><b>III. TERMS AND CONDITIONS</b></p>	
<p>1.1. The contractor shall provide for all the services necessary to manage and/or administer the Comprehensive Healthcare Plan for the Lower Court in accordance with the requirements and conditions set herein.</p>	
<p>1.2. The contractor guarantees to deliver efficient and effective service consistent with the objectives and purposes of the contract.</p>	
<p>1.3. All Pre-existing Condition and Illnesses including Dreaded and Non-Dreaded Illnesses (please refer to Annex B) shall be waived or shall be covered immediately upon effective date of coverage.</p>	
<p>1.4. All expenses for emergency care services enumerated in Annex B used in the emergency treatment of the patient and rendered in an accredited hospital or clinic</p>	



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



for the information of the members.	
1.8. All expenses for out-patient services rendered in an accredited hospital or clinic and done by an accredited physician, specialist and sub-specialist shall be on a “no cash-out basis” and will be covered up to the maximum coverage limits based on the contractor’s existing RUV rates.	
1.9. In case it becomes inevitable or necessary for an accredited physician or specialist to refer the member to a non-accredited physician, specialist, or sub-specialist, 100% of the actual professional fees based on existing RUV rates shall be settled by the contractor directly with the non-accredited physician on a best effort basis. Otherwise, the same shall be settled by the contractor through reimbursement basis.	
1.10. Expenses in non-accredited hospitals shall be reimbursed in accordance with No. 1.7 above. However, the transfer of a patient from a non-accredited hospital to an accredited hospital shall be covered by the contractor up to the maximum coverage limits based on existing RUV rates in the following situations only:  1.10.1. In serious or life-threatening cases where the immediate transfer of the patient is medically contraindicated, 100% of actual expenses shall be defrayed by the contractor including ground ambulance until transfer is eventually effected.  1.10.2. In serious or life-threatening cases where the immediate transfer by any means is an absolute necessity for the patient’s survival, the contractor will defray 100% of all related expenses until transfer is eventually effected up to the MCL.	
1.11. <b>All claims for reimbursement must be submitted to the contractor within sixty (60) working days from the date of discharge or consultation.</b>	



<p><b>1.12. All claims for reimbursement should be processed and paid by the contractor within sixty (60) working days from the date of receipt of complete documents.</b></p>	
<p>1.13. The contractor shall provide liaison officers in key cities nationwide, medical coordinators (preferably hospital-based) and hotline services.</p>	
<p>1.14. The contractor shall be <b>required</b> to submit the following:</p> <p>1.14.1. A Utilization Report containing the following information, among others: Services (Emergency Care, Hospitalization/In-Patient, Out-Patient, Reimbursements, burial, etc.) and benefits availed of and amount of utilization, the census of cases according to illness, age, submitted on a semestral basis to the Office of Administrative Services, Office of the Court Administrator (OAS-OCA) and Judges' Association representative.</p> <p>1.14.2. The Nationwide list of Health Care Provider coordinators, accredited hospitals, clinics, physicians, dentists including centers, accredited for special services such as but not limited to dialysis, eye care, animal bites or poisoning management, slimming and biometric programs. These informational materials shall be submitted, within thirty (30) days from the execution of the contract to the Court through the Office of Administrative Services, Office of the Court Administrator (OCA).</p> <p>1.14.3. <b>Within thirty (30) days from execution of the contract</b>, the Identification/Swipe Cards shall be distributed by the contractor directly to the various Offices of the Clerk of Court for distribution to the court employees. The Office of Administrative Services, OCA, shall coordinate with the</p>	



<p>contractor in such distribution by providing the names and addresses of the various OCCs, if needed. Announcements/Pamphlets/Member Guideline Booklets for proper information will be distributed by the contractor directly to the court personnel.</p>	
<p>1.15. To effectively monitor contract compliance and any observation and concern regarding the delivery of services and benefits under the Plan, the Office of Administrative Services—OCA and/or SC Medical Clinic Services are designated as the Health Care Plan Coordinator, and will be tasked with coordinating with the contractor and/or his authorized representatives.</p>	
<p>1.16. The benefits under the PhilHealth and/or Employees Compensation Commission (ECC) are deemed integrated with the benefits under this Plan. Hence, the contractor shall not be required to pay or advance the cost of benefits under PhilHealth and/or ECC. In case of hospital confinements, members should accomplish and submit the required PhilHealth Claim Form. Otherwise, the contractor shall not be required to pay the PhilHealth portion of the hospital bill. The member who fails to claim the benefit under the PhilHealth shall pay the cost of the unclaimed benefit.</p>	
<p>1.17. If the member's bodily injuries are claimed to have been caused by an act or omission of a third party through a motor vehicle, the services and benefits shall be covered if the member executes an agreement to subrogate to the contractor whatever rights the member may have by reason of the accident or event that gave rise to the claim.</p>	
<p>1.18. The contractor shall maintain a satisfactory standard of competency, conduct and integrity among its employees. In this regard, the contractor shall act on complaints/feedbacks brought to its attention by the Office of Administrative Services – OCA.</p>	
<p>1.19. At least one (1) liaison officer at the main headquarters of PACE located at 5<sup>th</sup> Floor, Manila City Hall, or at the Supreme Court premises at Padre Faura St., Ermita, Manila, shall be provided to attend to avilment concerns</p>	





from Monday to Friday from 8AM to 5PM.	
<b>IV. CONTRACT PERIOD</b>	
<b>V. PERFORMANCE SECURITY</b>	
<b>VI. OBLIGATIONS OF THE COURT</b>	
<b>VII. PENALTY CLAUSES</b>	
<b>VIII. OTHER CONDITIONS</b>	
<b>IX. POINT OF SERVICE</b>	
<b>ANNEXES – A, B, C</b>	

**I hereby certify to comply and deliver all the above Technical Specifications / Terms of Reference and requirements:**

\_\_\_\_\_  
**Name of Company/Bidder**

\_\_\_\_\_  
**Signature over Printed Name of Representative**

\_\_\_\_\_  
**Date**



## ***Section VIII. Checklist of Technical and Financial Documents***

<b>ENVELOPE 1: TECHNICAL COMPONENT</b>		
<b>CLASS "A" DOCUMENTS</b>		
<b>Checklist</b>	<b>INDEX TABS</b>	<b>LEGAL DOCUMENTS</b>
	I-1	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)
<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</li> </ol> <p style="padding-left: 40px;">(If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein.)</p> <ol style="list-style-type: none"> <li>2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP) (For private contracts, NOA or NTP shall not be required.)</li> </ol> <p><i>(See sample Form VIII-A in Section VIII)</i></p>
	I-3	<p>Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within five (5) years prior to the date of bid submission. The SLCC must be at least fifty percent (50%) of the approved budget for the contract (ABC).</p> <p><u>Supporting Document/s:</u></p> <p style="padding-left: 40px;">The statement shall be supported by a copy/(ies) of the End-User's Acceptance or Official Receipt/(s) Issued for the Contract/(s)therein.)</p> <p><i>(See sample Form VIII-B in Section VIII)</i></p>
	I-4	<p>Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;</p> <p style="text-align: center;"><b><u>or</u></b></p> <p>Original copy of Notarized Bid Securing Declaration(<i>use Form VIII-C in Section VIII</i>)</p>
	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 <b>(use (Accomplish/use form in Section VII-A)</b>
	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) <b>(use Form VIII-D in Section VIII);</b></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 three (3) years in handling government or private accounts on a nationwide basis and the list of its officers, including names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name.
	I-9	Authority of the representative/signatory.
	I-10	Latest Certificate of Registration issued by the Insurance Commission to operate as a Health Maintenance Organization (HMO)
	I-11	<p>Updated list of accredited hospitals and clinics, with the corresponding list of accredited doctors nationwide.</p> <p>The list shall include the following major hospitals, together with the names of their specialists:</p> <ol style="list-style-type: none"> <li>6. St. Luke's Hospitals (Global and QC)</li> <li>7. Asian Hospitals</li> <li>8. Capitol Medical Center</li> <li>9. Cardinal Santos Medical Center</li> </ol>



		<b>10. Makati Medical Center</b>
	I-12	Certificate of good standing from at least five (5) accredited major hospitals for the year 2021.
	I-13	<p>Statement identifying at least one (1) <b>EXISTING</b> contract with an annual premium equivalent to at least fifty percent (50%) of the approved budget for the contract (ABC). The said account/ contract must be nationwide.</p> <p>The statement shall be supported by the following documents:</p> <p style="padding-left: 40px;">3. Copy of the contracts; and</p> <p style="padding-left: 40px;">(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 style="padding-left: 40px;">4. 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 for at least six (6) months, of similar nature to the contract to be bid.
<b>FINANCIAL DOCUMENTS</b>		
	I-16	<p>The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);</p> <p style="padding-left: 40px;"><u><math>NFCC = [(Current\ Assets\ minus\ Current\ Liabilities) \times 15]</math> 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 style="padding-left: 40px;">(The NFCC shall be based on the 2021 Audited Financial Statement. Bidders shall attach the 2021 Audited Financial Statement to the NFCC Computation.)</p> <p style="text-align: center;"><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>
<b>Class “B” Document</b>		
	I-17	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;</p> <p style="text-align: center;"><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 <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>

**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. 2022-33: Procurement of Comprehensive Health Care Plan  
to All Lower Court Personnel of the 1<sup>st</sup> and 2<sup>nd</sup>  
Level including Shari'a Courts***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1, and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to



timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

(c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

\_\_\_\_\_  
Affiant/s

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

\_\_\_\_\_  
Name of Bidder Represented

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

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_.



**FORM VIII-D**

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

**OMNIBUS SWORN STATEMENT**

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**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 Health Care Plan to All Lower Court Personnel of the 1<sup>st</sup> and 2<sup>nd</sup> Level including Shari'a Courts;**

\_\_\_\_\_ [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;



Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

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

(1) *If a sole proprietorship:* The owner or the sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, or the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

(2) *If a partnership or cooperative:* None of the officers and members of \_\_\_\_\_ [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

(3) *If a corporation or a joint venture:* None of the officers, directors, and controlling stockholders of \_\_\_\_\_ [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

\_\_\_\_\_ [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a) Carefully examining all of the Bidding Documents;
- b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and



d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the **Procurement of Comprehensive Health Care Plan to All Lower Court Personnel of the 1<sup>st</sup> and 2<sup>nd</sup> Level including Shari'a Courts.**

\_\_\_\_\_ [Name of Bidder] did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel, or representative of the government in relation to any procurement project or activity.

In case advance payment was made or given, failure to perform or deliver any of the obligations and undertaking in the contract shall be sufficient grounds to constitute criminal liability for Swindling (*Estafa*) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3185 s. 1930, as amended, or the Revised Penal Code.

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

\_\_\_\_\_  
AFFIANT/S  
Bidder's Representative/Authorized Signatory

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

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_.

**FORM VIII-E**

*Sample form only.*

***FINANCIAL BID FORM***

Date: \_\_\_\_\_

Project Identification No: \_\_\_\_\_

*To: [name and address of Procuring Entity]*

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

If our Bid is accepted, we undertake:

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

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

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

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



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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
*[signature and printed name]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of:

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address and Telephone Number





**FORM VIII – F**

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

**Bid Price Schedule**

<b>COVERAGE</b>	<b>Maximum Coverage Limits (MCL)</b>	<b>QTY <i>(estimated)</i></b>	<b>Premium per individual</b>	<b>VAT</b>	<b>Total Premium</b>
Personnel	₱100,000.00	23,379			
<b>GRAND TOTAL</b> (inclusive of VAT)				₱	
<b>Amount in Words:</b>					

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

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



**FORM VIII – G**

**Contract Agreement Form**



**Republic of the Philippines  
Supreme Court  
Manila**

**CONTRACT FOR THE  
COMPREHENSIVE HEALTH CARE PLAN TO ALL LOWER COURT  
PERSONNEL OF THE 1<sup>ST</sup> AND 2<sup>ND</sup> LEVEL INCLUDING SHARI'A COURTS**

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into and executed this \_\_\_ day of \_\_\_\_\_ 20\_\_ in the City of Manila by and between:

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

-and-

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

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

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



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

## **ARTICLE I CONTRACT DOCUMENTS**

- 1.1 OFFICIAL BID DOCUMENTS.** The **HEALTH CARE PROVIDER** shall perform its contractual obligation in accordance with the following Official Bid Documents which are made integral parts of this Contract:
- 1.1.1 Proposal and Price Schedule submitted by the **HEALTH CARE PROVIDER**, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
  - 1.1.2 Bid Forms and all other documents submitted, including corrections to the bid, if any
  - 1.1.3 Schedule of Requirements;
  - 1.1.4 Technical Specifications;
  - 1.1.5 General and Special Conditions of the Contract;
  - 1.1.6 Supplemental Bid Bulletins, if any;
  - 1.1.7 Performance Security;
  - 1.1.8 Notification of Award and the **HEALTH CARE PROVIDER**'s *conforme* thereto;
  - 1.1.9 Other contract documents that may be required by existing laws and/or the **COURT** in the Bidding Documents. The **HEALTH CARE PROVIDER** agrees that additional documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 1.2 COMPLEMENTARY NATURE.** This Contract and the Official Bid Documents shall be complementary with each other, and what one prescribes shall be prescribed by all. In case of discrepancy between this Contract and the Official Bid Documents, the Official Bid Documents shall prevail.
- 1.3 INCIDENTAL ITEMS.** This contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein.

## **ARTICLE II OBLIGATIONS OF THE HEALTH CARE PROVIDER**

- 2.1** The **HEALTH CARE PROVIDER** shall comply with the following Terms of Reference in Section VII (Technical Specifications):
- 2.2 EFFECTIVITY DATE.** This Contract shall take effect upon receipt by the **SUPPLIER** of the Notice to Proceed or the effectivity date stated therein, whichever comes later. Performance of all obligations shall be reckoned from the effectivity date of the Contract.



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

No advance payment is allowed.

### **ARTICLE III REPRESENTATIONS/WARRANTIES**

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

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

### **ARTICLE IV PERFORMANCE SECURITY**

4.1 **AMOUNT AND FORM.** The **HEALTH CARE PROVIDER** shall, within ten (10) calendar days from receipt of Notice of Award, post a performance security as a condition precedent to the signing of this Contract to guarantee and secure the timely and complete performance of its commitment under this Contract and the Official Bid Documents. The performance security shall either be (1) in cash or cashier's/manager's check issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total contract price; or (2) bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank, equivalent to five percent (5%) of the total contract price; or (3) a surety bond equivalent to thirty percent (30%) of the total contract price, callable on demand and issued by the GSIS or any of the bonding companies duly accredited by the Supreme Court; or (4) Performance Securing Declaration.

4.2 **DISCHARGE OF THE SECURITY.** The performance security shall be released to the **HEALTH CARE PROVIDER** upon the issuance of the Certificate of Final Acceptance by the **COURT**; Provided, however, that the performance security was not forfeited as a result of the delay or default in the performance of the obligations of the **SUPPLIER**.



- 4.3 **FORFEITURE.** The failure of the **HEALTH CARE PROVIDER** to comply with any of the requirements or undertakings hereof shall constitute sufficient ground for the forfeiture of its performance security.

## **ARTICLE V TERMINATION OF CONTRACT**

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

## **ARTICLE VI VENUE OF ACTIONS**

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

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

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

**(HEALTH CARE PROVIDER)**



Represented by:

Represented by:

\_\_\_\_\_  
(Authorized Representative)

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
(Witnesses)

**ACKNOWLEDGMENT**

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

**BEFORE ME** personally appeared:

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

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

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

**WITNESS MY HAND AND SEAL** this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ at the City of Manila, Philippines.

**NOTARY PUBLIC**

**FORM VIII – H**

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

REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_) S.S.

**PERFORMANCE SECURING DECLARATION**

**ITB No. 2022-33: Procurement of Comprehensive Health Care Plan to All Lower Court Personnel of the 1<sup>st</sup> and 2<sup>nd</sup> Level including Shari'a Courts**

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

I/We, the undersigned, declared that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier / distributor / 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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 20\_\_.