



Republic of the Philippines
Sandiganbayan
Quezon City

PHILIPPINE BIDDING DOCUMENTS
Procurement of Goods

One (1) Lot
Procurement for the Provision of
Comprehensive Healthcare Package for the
Sandiganbayan (2023-2024)
[Reference No.: SB-BID01-2023]

Sixth Edition
July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



**Republic of the Philippines
Sandiganbayan
Quezon City**

INVITATION TO BID

**Procurement for the Provision of Comprehensive Healthcare Package for
the Sandiganbayan (2023-2024)**
[Reference No.: SB-BID01-2023]

1. The Sandiganbayan, through the General Appropriations Act of 2023, intends to apply the total amount of **Thirty Million Pesos (PhP30,000,000.00), inclusive of 12% Value Added Tax (VAT), being the Approved Budget for the Contract (ABC)** for the *Procurement for the Provision of Comprehensive Healthcare Package for the Sandiganbayan (2023-2024)* with the Terms of Reference stated in Section VII of herein Bidding Documents. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Sandiganbayan now invites bids for the above Procurement Project. Commencement of the provision of services shall be on **May 16, 2023**. 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 the Sandiganbayan and inspect the Bidding Documents at the address given below from 8:00 A.M to 4:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **February 13, 2023** at the Legal Research and Technical Staff, 2/F, Sandiganbayan Centennial Building, Batasan Road, Commonwealth Ave., Quezon City or may be

downloaded at <https://sb.judiciary.gov.ph/> and upon payment of the applicable fee of **Twenty Five Thousand Pesos (PhP25,000.00)**, pursuant to the latest Guidelines issued by the GPPB.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees either through personal, facsimile, or electronic means.

6. The Sandiganbayan will hold a **Pre-Bid Conference on February 24, 2023, 2:00 P.M.** through videoconferencing platform which shall be open to all prospective bidders. Interested parties are advised to email the BAC Secretariat at sbbacsecretariat@gmail.com before the scheduled date of Pre-Bid Conference to request for the online meeting credentials.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below **on or before March 9, 2023, 1:30 P.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 March 9, 2023, 2:00 P.M.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Sandiganbayan* 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. In case any of the above dates are declared a non-working day by a competent national or local government office, the corresponding procurement activity shall be moved to the next working day.
12. For further information, please refer to:

Atty. Dashell C. Yancha-Po
Head, BAC Secretariat
Legal Research and Technical Staff
2/F Sandiganbayan Centennial Building
sbbacsecretariat@gmail.com

(original signed)
Atty. Ma. Teresa S. Pabulayan
Chairperson, BAC

February 13, 2023.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, Sandiganbayan, wishes to receive Bids for the **Procurement for the Provision of Comprehensive Healthcare for the Sandiganbayan (2023-2024)** with Reference No.: *SB-BID01-2023*.

The Procurement Project (referred to herein as “Project”) is composed of One (1) 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 for 2023 in the amount of Thirty Million Pesos (Php 30,000,000.00), inclusive of 12% VAT.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

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:
 - a. ***For the procurement of Non-expendable Supplies and Services:*** 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:

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* 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, state:]* 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 the **BDS**.
 - 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 the **BDS**.

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:
 - a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 Entity's 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 14 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 follows:

Option 1 – One 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

- 20.2. 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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Those projects related to the provision of healthcare insurance b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is allowed. 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 goods to be subcontracted shall not be a significant or material component of the Project.
12	The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project. N/A
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <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 b. The amount of not less than <i>five percent (5%) of ABC</i>, if bid security is in Surety Bond.
15	Bidders shall submit one (1) original and one (1) certified true copy of their bids.
19.3	The award is for One (1) Lot Provision of Comprehensive Healthcare Package for the Sandiganbayan for One Year (2023-2024) with Reference No. SB-BID01-2023.
20.2	For purposes of post-qualification, the Procuring Entity requires the Bidder with Lowest Calculated Bid (LCB) to submit the following documentary requirements: <ol style="list-style-type: none"> 1. Latest Income and Business Tax Returns; 2. Latest Quarterly Income Tax Payment for the year filed through the BIR Electronic Filing and Payment System (eFPS), if applicable; 3. Latest Quarterly VAT payment for the year also filed through the BIR eFPS, if applicable; 4. Audited financial statements, showing, among others, the Supplier's total and

	<p>current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and,</p> <p>5. Original Copy of the Notice of Award or Notice to Proceed, or any such other proof of award of all ongoing contracts declared in the Statement of All On-Going Government & Private Contracts (Including Contract Awarded But Not Yet Started);</p> <p>6. Proof of SSS, PhilHealth and Pag-ibig membership including receipts of latest remittances to said agencies;</p> <p>7. Certificate of Satisfactory Performance from at least two (2) clients (private or government entity) of the bidder within the past two (2) years;</p> <p>8. Latest Certificate of Authority or Accreditation from the Insurance Commission;</p> <p>9. Such other legal requirements as may be deemed relevant to the project.</p> <p><i>Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</i></p>
21.2	The SB BAC reserves the right to require additional contract documents relevant to the Project.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 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.

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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p>ONLY AS APPLICABLE:</p> <p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
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	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Partial payment is not allowed.
4	The inspections and tests, <i>as necessary and applicable</i> , will be conducted by the Sandiganbayan BAC, BAC-TWG, Inspection Committee, and/or End-User at the Sandiganbayan Centennial Building, Commonwealth Ave., Quezon City.

Section VI. Schedule of Requirements

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

Item No.	Description	Quantity	Total	Delivery Weeks/Months
1	Plan Coverage, Benefits, and Services	For each enrolled member	For each enrolled member	Starting on the effectivity and within the period of the Contract
2	Prescribed official Utilization Report	One (1) report per semester or upon request	At least two (2) Utilization Reports in a year	Within the 3rd week of the month following the semester
3	Orientation on coverage, benefits and services	At least one (1) session to be conducted in the project site	At least one (1) session to be conducted in the project site or online at the discretion of the procuring entity	Within sixty (60) calendar days after issuance of the NTP
4	Provision of Retainer Physician	One (1)	One (1)	To report once a week at the COURT's Clinic from 8 AM to 4 PM or on such days as may be determined by the Court
5	A dedicated Customer Relationship Officer for Sandiganbayan (SB)	One (1) dedicated Customer Relationship Officer with alternate to ensure availability	One (1) Customer Relationship Officer with complete contact information	Available 7 days a week for calls from SB Administrative Division or its employees

6	Updated list of coordinators, accredited hospitals and clinics, dental clinics, physicians and specialists in key cities	Soft copy of the updated list to be given to the SB Medical Section	Soft copy of the updated list to be given to the SB Medical Section	Within one (1) week after the issuance of the NTP
7	ID cards and booklets of principal members and qualified dependents	For each enrolled member	According to the number of enrolled members	Within thirty (30) calendar days after issuance of NTP
8	Updated and working 24/7 hotline numbers and names of at least three (3) contact persons from the HMO	Three (3) names and contact numbers of HMO representatives available 24/7	Three (3) names and contact nos. of HMO representatives available 24/7	Update and forward to the SB Medical Section, as necessary
9	APE administration - On site - In assigned clinics	Mandatory for all employee members	All employee members	Within two (2) weeks after APE administration, submit a report of the names of those who underwent APE and the summary result with indication of fitness to work.

I hereby certify to complete and deliver all of the above requirements:

Name of Company/Bidder

**Signature over Printed Name
of Representative**

Date

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Provision of Comprehensive Healthcare Package for the Sandiganbayan (2023-2024)

TERMS OF REFERENCE

ARTICLE I

DEFINITION OF TERMS

- A. **HMO:** Health Maintenance Organization/Contractor
- B. **MEMBER:** A member is any person who is eligible for membership as defined in the Membership Eligibility provision hereunder and enrolled as such.
- C. **AFFILIATED HOSPITAL:** A hospital with which the HMO and its authorized Network Provider have an existing and valid accreditation contract wherein a Member can seek medical services. It shall also mean anyone of the hospitals named in such list as HMO and its authorized Network Provider may from time to time prepare and distribute to Members, and with which the HMO and its authorized hospital network provider's Medical Coordinator has made arrangements for the provision of medical services to Members.
- D. **AFFILIATED MEDICAL CLINIC:** Such duly licensed out-patient medical and health care facility as HMO and its authorized hospital network provider may establish or designate for the purpose of providing out-patient care to Members. It shall also mean a private medical facility which is capable of providing complete medical, diagnostic and therapeutic facilities, and with which HMO and its authorized hospital network provider have an existing service agreement.
- E. **AFFILIATED MEDICAL STAFF:** A group of medical practitioners and other allied health professionals who are affiliated by HMO and its authorized network provider and duly authorized to carry out the delivery of the required medical services to all Members.
- F. **HMO COORDINATOR:** A duly licensed medical practitioner as HMO and its authorized network provider may designate in an Affiliated Hospital to direct and supervise the provision of Medical Services to Members in that particular hospital with whom the Member may seek medical consultation, and from whom the Member may request for prescription, referral to a specialist, request for laboratory examination and hospitalization arrangement. For purposes of this Agreement, the medical doctor of the Sandiganbayan (hereinafter "COURT") has likewise been authorized to issue letters of availment to member-employees.
- G. **AFFILIATED PHYSICIAN OR SPECIALIST:** A duly licensed physician or specialist affiliated by HMO and its authorized network provider and named in the list of HMO affiliated doctors with whom HMO and its authorized network provider has made arrangements to provide the member the required services.

- H. IDENTIFICATION CARD:** The card issued by HMO and its authorized network provider to a Member containing the latter's name and signature, ID reference number, and other matters relevant to Membership.
- I. IN-PATIENT MEDICAL SERVICES:** The hospitalization services which include but are not limited to accommodations, medical and /or surgical care, diagnostic and therapeutic procedures, medicines and supplies and surgery whenever medically necessary, furnished to a registered bed patient and provided by a duly licensed hospital and are regularly included in its services and procedures.
- J. MEDICALLY NECESSARY:** A medical service which is (a) consistent with the diagnosis and customary medical treatment of the condition, (b) in accordance with the standards of good medical practice, (c) not merely for the convenience of the Member or the Affiliated Physician, Hospital or clinic and performed in the least costly manner required by the medical condition.
- K. EMERGENCY CONDITION:** A life threatening, accidental injury or sudden and unexpected onset of a condition which at the time of the occurrence reasonably appears to have the potential of causing immediate disability or death, or which requires the immediate alleviation of pain or discomfort. These illnesses or injuries require urgent medical or surgical care which the Member secures immediately after the onset or as soon as the care may be made available but in any case not later than 24 hours after the onset. Heart attacks, cardiovascular accidents, poisonings, loss of consciousness, difficulty of breathing and convulsions are examples of emergency conditions.
- L. CONVALESCENT OR REHABILITATION CARE:** The restoration of person's ability to function as normally as possible after a disabling illness or injury.
- M. CUSTODIAL OR MAINTENANCE CARE:** Care furnished primarily to provide room and board (which may or may not include nursing care, training, personal hygiene, and other forms of self or supervisory care); or care furnished to a person who is physically or mentally disabled or both; and
1. Who is not under any specific medical, surgical or psychiatric treatment to reduce the existing disability to the extent medically necessary to enable the patient to live outside an institution providing such care; or
 2. When despite such treatment, there is no reasonable possibility that the disability will be reduced or diminished.
- N. DOMICILIARY CARE:** Care provided in the patient's home when in-patient care is not medically necessary.
- O. ROOM AND BOARD ACCOMMODATION:** The pre-assigned type of hospital room and board by HMO and its authorized network provider to the Member based on the plan enrolled in.
- P. CONFINEMENT/HOSPITALIZATION:** A person is said to be confined or hospitalized if he is admitted in a hospital as a registered bed patient for at least twelve (12) hours.

- Q. PRE-EXISTING CONDITION:** An illness or injury shall be considered pre-existing if prior to effective date of the Member's coverage (1) any professional advice or treatment has been obtained for such illness or injury prior to the said effective date as certified in writing by the attending physician; or (2) such illness, condition or injury was evident upon medical examination in connection with the Member's application; or (3) the natural history of such illness or injury can be clinically determined to have started prior to the effective date of coverage whether or not the Member is aware of the existence of such illness or injury
- R. POINT OF SERVICE:** Refers to the availment of services of non-accredited physicians, clinics and hospitals by a member
- S. MCL:** Refers to maximum coverage limit set for a specified benefit. The term is sometimes used interchangeably with MBL which mean Maximum Benefit Limit.

ARTICLE II

MEMBERSHIP FEE

- A. AMOUNT OF MEMBERSHIP FEES:** For the services covered by the contract, the COURT shall pay to the HMO an annual membership fee per Member.
- B. PAYMENT OF MEMBERSHIP FEES:** The membership fees are due within seven (7) working days upon receipt of the billing from the HMO and shall be the aggregate of the membership fees for all the persons enrolled under the contract. The membership fees of Members added after the due date and any adjustments in the statement of account such as addition or deletion of Members, upgrading or downgrading of plan, errors and changes still under process shall be reflected in another statement of account to be given thirty (30) days from the date the advice from the COURT is received by the HMO.
- C. REFUND/CREDIT OF MEMBERSHIP FEE:** In the event a Member dies or a Member's coverage for any reason is otherwise terminated, the unused membership fee will be refunded to the COURT, if there is no medical availment. If the Member did avail of medical services under the contract, then the cost of such availment shall be chargeable to their Membership fees. Only the balance, if any, shall be refunded to the COURT. In appropriate cases, refund of the membership fee shall be made within fifteen (15) working days after the HMO is notified by the COURT of the death or termination of a member's coverage.
- D. INCLUSION TO MEMBERSHIP:**
1. Appointed Justices and newly hired employees are eligible for membership even after the effective date of the contract. The effective date of membership under this article shall be based upon the date of receipt of a letter from the COURT through the Human Resource Officer, on the inclusion of additional employee/s.
 2. Membership fees for late inclusion shall be computed on a pro-rata basis equivalent to the ratio between the number of days from the effective date of the Member's coverage and the end of the contract year, but with full benefits.

HMO shall only honor membership adjustments of the COURT. Payment shall be made within seven (7) working days upon receipt of the billing from the HMO.

ARTICLE III

GENERAL PROVISIONS

- A. DURATION OF THE CONTRACT:** The period of the contract shall be for one (1) year beginning from its effectivity date.
- B. SERVICE AREA:** The contract and the benefits appurtenant thereto shall apply within the territorial jurisdiction of the Philippines, and for emergency cases in foreign countries as stated in Article IV under Emergency Care.
- C. NON-TRANSFERABILITY:** All benefits of the contract are purely personal to the Member and are not transferable or assignable.
- D. MEMBERSHIP ELIGIBILITY:** The following shall be eligible for healthcare coverage:
 - 1. All incumbent Justices and their spouses
 - 2. All regular and casual employees who are below 65 years of age
 - 3. All coterminous employees, regardless of age, and regular employees whose terms have been extended beyond retirement age
 - 4. Membership shall also be open to the following whereby premiums shall be personally shouldered by the said member:
 - a. Retired Sandiganbayan Justices and their spouses up to the age of 75 years old.
 - b. Retired Sandiganbayan employees up to the age of 70 years old
 - c. Sandiganbayan employees who opted for early retirement between 60-65 years of age up to five (5) years from the date of their optional retirement
- E. PLANTILLA POSITIONS:** The Approved Budget for the Contract (ABC) was determined based on five hundred sixty-eight (568) plantilla positions including six (6) casual employees authorized by law. However, only four hundred ninety (490) positions are filled up as of February 3, 2023, with an anticipation of additional employees during the duration of the contract.
- F. EFFECTIVE DATE OF MEMBERS' COVERAGE:** The coverage of a Member shall be for the period covering May 16, 2023 to May 15, 2024.
- G. TERMINATION OF MEMBERSHIP:** The rights of Member shall be extinguished for any of the following reasons:
 - 1. When a Member permits the use of his ID card by any other person.
 - 2. When the Member enters active military, naval or air service.

3. When the Member ceases to be eligible for coverage as defined in the Membership Eligibility provision, except the Justices and employees of the COURT who retire during the subsistence of the Contract who are hereby entitled to the benefits hereunder provided up to the expiration of this Contract.
- H.** HMO shall submit a quarterly utilization report to the COURT detailing the In-Patient and Out-Patient utilization and medical reimbursements for medical purposes.

ARTICLE IV

BENEFITS AND COVERAGE

MEDICAL SERVICES

The HMO undertakes to arrange and provide for preventive, diagnostic and treatment service for Members by HMO Affiliated Hospitals, Clinics and Staff, subject to the exclusions, limitations and conditions specified in the contract.

A. OUT-PATIENT BENEFITS

- A1.** The following services at no charge shall be provided to all Members when medically necessary.
1. Unlimited number of medical/surgical consultations during regular clinic hours, including remote/tele-consultations.
Unlimited number of medical/surgical consultations, including Neurology consultations, with specialist/s and sub-specialist/s doctors during regular clinic hours.
 2. In view of the passage of the Mental Health Act of 2018, outpatient benefits shall also include a maximum of five (5) psychological/psychiatric consultations and five (5) therapy sessions.
 3. Treatment for minor injuries such as lacerations, burns, sprains and the like.
 4. X-Ray, laboratory examinations, routine, diagnostic and all therapeutic procedures including but not limited to post CABG & Angioplasty Cardiac Rehabilitation prescribed by an affiliated physician/specialist, provided however that the cost of diagnostic and therapeutic procedures covered shall be limited to the amount set forth under pertinent sections below.
 5. Out-patient and In-patient COVID-19 treatment up to MCL; including diagnostic procedure to identify SARS-Cov-2 and its continually emerging multiple variants mutation, which includes but are not limited to RT-PCR test, Antigen Test and other similar tests, as

prescribed/referred by an accredited pulmonologist and/or the COURT's Medical Officer.

5.1 RT-PCR test and/or Antigen Test and other similar tests to identify SARS- Cov-2 for all members per request from the Medical Section or any accredited doctor of the health care provider. This benefit may be availed of only once a year, for reimbursement, regardless of result.

A2. The routine, diagnostic and therapeutic procedures done on an out-patient basis shall be covered up to 100% of actual cost which shall consist of the following:

- Complete Blood Count
- Blood Chemistries (FBS, HbA1c, Lipid Profile, BUN, Creatinine, Uric Acid, SGPT, SGOT, and all other hematologic diagnostic Examinations)
- Urinalysis and other Urine Diagnostic Examinations
- All types of diagnostic radiographs / X-rays including the following:
 - a) Head and Neck / Skull X rays
 - b) Dental X-rays: Three (3) Periapical Dental x-ray and One (1) Panoramic Dental x-ray as prescribed/referred by the COURT's in-house dentists.
 - b.1) Two (2) Root Canal Treatments
 - c) Skeletal X-rays: Thoracic cage x-ray, x-rays of the spine (cervical, thoracic, lumbo-sacral), pelvic and upper & lower Extremities
 - d) Chest x-rays
 - e) Biliary Tract: Cholecystogram and Cholangiogram
 - f) Digestive Tract: Plain film of the Abdomen, Barium enema, Upper GI Series, and Lower GI series
 - g) Renal: KUB, Pyelograms and cystograms
- 12 Lead Electrocardiogram
- Treadmill Stress Test / Echocardiograms
- Electroencephalogram (EEG)
- Electromyography, Nerve Conduction/Velocity studies
- Pap smear
- Nuclear Imaging / Radioactive Isotope Scans (Thyroid, Bone scans)
- Magnetic Resonance Imaging (MRI)
- Ultrasound and Brachytherapy

A3. Minor surgery not requiring confinement prescribed by an Affiliated Physician/Specialist.

- A4.** Laser therapy for retinal detachment and glaucoma prescribed by an Affiliated Physician/Specialist up to MCL.
- A5.** Physical/Occupational therapy sessions as prescribed by an Affiliated Physician/Specialist up to MCL.
- A6.** Cauterization of warts prescribed by an Affiliated Physician/Specialist up to Php 5,000/year.
- A7.** Speech Therapy as prescribed by an Affiliated Physician/Specialist up to MCL.
- A.8** Unlimited OB Gynecologic consultation, including pre-natal and post-natal care. Pre-natal and post-natal care shall include consultations and laboratory examinations, including:
- Urinalysis
 - Complete Blood Count
 - Transvaginal/Pelvic Ultrasound
 - Additional test for post-natal care as determined by the attending accredited OB-GYN.
- A9.** HMO and its authorized hospital network shall accredit the COURT's in-house physician and authorize the latter to issue authorizations and/or referrals for the conduct of diagnostic tests and consultations with other affiliated physicians or specialists, affiliated hospitals, and affiliated clinics subject only to the protocol that may be agreed upon.
- A10.** Reimbursement for Out-patient medicines and prescription glasses for incumbent Justices.

Justices	Justices' Spouse	Retired Justices	Employees	Retired Employees
PhP100,000.00	PhP100,000.00	PhP100,000.00	PhP40,000.00	PhP10,000.00

Out-Patient medicines that may be reimbursed shall include medicines prescribed by a duly licensed physician including prescribed vitamins and supplements including but not limited to multivitamins, vitamin B complex, vitamins C and E with known therapeutic indications that will help alleviate the medical condition of the member.

Purchases of vitamins and supplements with no clinical indication, or has no known therapeutic value, and / or are not FDA approved, and / or are part of on-going clinical trials shall not be reimbursed.

Dental Prescriptions prescribed by the Court's dentist shall be included in the reimbursement of outpatient medicine.

The cost of prescription glasses up to a maximum amount of Twenty Thousand Pesos (Php20,000.00) may be reimbursed by each of the

twenty-one (21) incumbent Justices and the spouses of Justices who equally availed of the HMO package. On the other hand, a maximum amount of Five Thousand Pesos (Php5,000.00) may likewise be reimbursed by the employees for the cost of prescription glasses.

A11. Botox injection for non-cosmetic conditions is covered up to Php5,000.00 per member per year. Any damage to the facial nerve due to a dental problem resulting to muscle spasm will not be covered.

A12. Vaccinations, emergency and booster shots, for animal bites whether passive (ERIG) or active shall be covered by the HMO and its authorized hospital network provider up to a maximum of Php10,000.00 per member excluding the initial dose of the vaccine under Emergency Care provided in Article IV, Section E-1 (h).

A13. The health care provider shall provide drug test kits for use by the COURT during its random drug testing conducted twice a year, and which shall comply with the appropriate drug prevention program of the Sandiganbayan.

All out-patient services shall be available during clinic hours at any HMO and its authorized hospital network provider hospitals / clinics under the supervision and care of the HMO and its authorized hospital network provider physicians and other professional staff, or at any HMO and its authorized hospital network provider accredited hospitals / clinics nationwide through hospital coordinators. Clinic schedules of hospital / clinic coordinators and accredited physicians / specialists and a list of HMO and its authorized hospital network provider accredited hospitals shall be provided by the HMO and its authorized hospital network provider.

The HMO shall provide a retainer physician as approved by the Sandiganbayan Medical Officer III who will report to the COURT's Clinic once a week, from 8:00 AM to 4:00 PM, on such day as may be determined and fixed by the COURT.

B. PREVENTIVE CARE BENEFITS

The following no-charge services shall also be provided to Members by Affiliated Physicians and Affiliated Hospitals:

1. Administration of routine immunization.
2. Periodic monitoring of health problems.
3. Health-education and counseling on diets or exercise.
4. Health habits and family planning counseling.
5. Wellness programs.

C. ANNUAL CHECK-UP

1. Premium Check-up for Justices, Justices' Spouses and Retired Justices on an In-patient Basis at their preferred hospital with the following basic examinations:

Examinations:

- a. Complete Blood Count
- b. Blood Chemistry which shall include the following:
 - Fasting Blood Sugar, HbA1c
 - Lipid Profile (Cholesterol, Triglycerides, HDL, LDL, VLDL)
 - BUN, Creatinine,
 - Blood Uric Acid
 - Serum Electrolytes: Sodium, Chloride, Potassium and Calcium
 - Liver Function Test: SGOT (AST), SGPT (ALT), Alkaline Phosphatase, Total Bilirubin, Direct & Indirect Bilirubin, Total Protein, Albumin, Globulin, A/G ratio
 - Hepatitis B Screening (HbsAg, Anti-HbsAg)
 - Routine Urinalysis
 - Routine fecalysis including stool examination for occult blood
 - Cardiac Work-up: 12-lead ECG and Treadmill Stress Test
 - Chest X-ray
 - PSA (For Males)
 - Mammography (For Females)
 - PAP smear (For Females)
- c. Other examinations included in the preferred / indicated Executive Check-up (ECU) packages with cost not exceeding Fifty Thousand Pesos (Php 50,000.00).

2. For Level II EMPLOYEES Standard APE with additional Blood Chemistries shall be conducted through on-site mobile APE.

Examinations:

- a. Taking of Medical History
- b. Physical Examination
- c. Complete Blood Count
- d. Blood Chemistry which shall include the following:
 - Fasting Blood Sugar
 - Lipid Profile (Cholesterol, Triglycerides, HDL, LDL, VLDL)
 - BUN, Creatinine
 - Blood Uric Acid
 - SGPT (ALT)
- e. Hepatitis B Screening (HbsAg, Anti-HbsAg)
- f. Routine Urinalysis
- g. Routine fecalysis including stool examination for occult blood
- h. 12-lead ECG (For members 30 years old & above or as recommended by the examining physician)
- i. Chest X-ray
- j. PSA (For male employees above 40 years of age)
- k. PAP smear (For female employees above 35 years of age)

The Executive Check-up for Justices and the Annual Physical Examination shall be available to members any time after payment of the Annual Premium and upon prior arrangement with the HMO and its authorized hospital network provider.

On-Site APE maybe conducted through a mobile clinic if at least 100 employees will avail per scheduled date. Otherwise, the APE will be at any HMO and its authorized hospital network provider full service clinics in Metro Manila and provincial areas.

The HMO shall reimburse the member such fees and charges incurred up to the amount of Four Hundred Fifty Pesos (Php450.00) for annual physical examinations performed at clinics or medical facilities other than those mentioned above, upon the submission of all supporting documents as may be required by the HMO.

D. IN-PATIENT BENEFITS

Confinement or hospitalization, and the related services enumerated hereunder when medically necessary, shall be available at no charge for Members in any Affiliated Hospital when prescribed or authorized by the attending Affiliated Physician.

1. Room and Board according to the Member's Room and Board Accommodation and is subject to the maximum rate of Daily Room and Board, if any, of the plan under which the Member is enrolled.

Level	Covered Members	R & B	MCL
Level I	Justices	Open Private	1,150,000.00
	Justices' Spouse	Open Private	1,150,000.00
	Justices' Spouse	Open Private	345,000.00* <i>(additional option)</i>
	Retired Justices and their Spouse	Open Private	1,150,000.00 Each
Level II	Employees	Open Private	345,000.00
	Retired Employees	Open Private	115,000.00

2. Use of operating and recovery rooms.
3. Professional fees in accordance with Schedule of Rates
 - a. Attending Physicians
 - b. Surgeons
 - c. Anesthesiologists
 - d. Cardio-pulmonary clearance before surgery and cardiac monitoring during surgery
4. Drugs and medicines for use in the hospital
5. Whole blood and human blood products transfusions and intravenous fluids, including blood screening and cross matching.
6. X-Ray, laboratory examinations, and diagnostic tests.

The following complex diagnostic examinations shall be covered subject to the pre-existing conditions coverage:

- a. Angiography (e.g. coronary, cerebral, retinal, pulmonary, GI, etc.).

- b. Pulmonary Function Test (e.g. Spirometry, Lung Volumes)
 - c. Electrical Conduction Studies (e.g. Electroencephalogram, Electromyography, Nerve Conduction / Velocity study)
 - d. Radionuclide Studies (e.g. Ventriculography, Thallium Stress Test, Pyrophosphate Scintigraphy, Positron Emission Tomography, Radionuclide Scans, Pulmonary Perfusion / Ventilation Scan)
 - e. Sonography (e.g. 2D Echo – Plain and with Doppler, Liver and Biliary Tree & Pancreas; Kidney, Ureter, Bladder, Prostate, Thyroid, Pelvic, Transvaginal, Breast)
 - f. Endoscopy (e.g. Esophagoscopy, Gastroscopy, Colonoscopy, Sigmoidoscopy, Laryngoscopy, Bronchoscopy, Orthopedic arthroscopy)
 - g. CT Scans, Magnetic Resonance Imaging, and other imaging studies.
 - h. Other procedures like Myelography, Mammography, Bone Densitometry and Treadmill Stress Test.
7. Dressings, conventional casts (plaster of paris) and sutures.
8. Anesthesia and its administration.
9. Standard admission kit.
10. Use of Intensive Care Unit (ICU)
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. The Maximum Coverage Limit (MCL) per person per illness/injury per year shall be as follows:

Level	Covered Members	MCL
Level I	Justices	1,150,000.00
	Justices' Spouse	1,150,000.00
	Justices' Spouse	345,000.00* <i>(additional option)</i>
	Retired Justices	1,150,000.00
Level II	Employees	345,000.00
	Retired Employees	115,000.00

Except for POS Benefits and Emergency Conditions wherein the Emergency Provisions of the contract will apply, the provision of the in-patient services or benefits mentioned above shall be subject to the following general conditions:

- a) The hospital confinement must be recommended by an Affiliated Physician and approved by a duly authorized representative of HMO and its authorized hospital network provider in that Affiliated Hospital prior to confinement.

- b) The confinement shall be in an Affiliated Hospital and the room accommodation shall be in accordance with the Member's Room and Board Accommodation as specified herein.

All charges in excess of the Maximum Credit Limit (MCL) shall be for the account of the member. The HMO shall be responsible for monitoring the availment of the member.

- (c) Professional services shall be provided only by Affiliated Physicians.

E. EMERGENCY CARE

In case of Emergency Conditions, as defined under Article I hereof, the following services shall be provided:

1. In any Affiliated Hospitals: (Unless the case falls under exclusion)

- a. Doctor's services
- b. Emergency room fees
- c. Medicines used for immediate relief and during treatment
- d. Oxygen, Intravenous fluids and whole blood and human blood products.
- e. Dressings, casts and sutures.
- f. X-rays, laboratory and diagnostic examinations, and other medical services related to the emergency treatment of the patient.
- g. Ambulance service up to Php5,000.00/person/year
- h. First dose of anti-rabies, anti-venom and anti-tetanus vaccines.

Prior authorization shall not be required for initial treatment of medical emergencies enumerated above.

If after the emergency treatment has been administered and the Member still requires confinement, HMO and its authorized hospital network provider will provide the in-patient benefits of the Agreement subject to the In-Patient Benefits provision under Article IV Section D of the contract.

If at the time of admission as a result of an emergency case, the Affiliated Hospital has no available room in accordance with the Member's Room and Board Accommodation as stipulated herein (Article IV Section D table I), the member shall be allowed to be accommodated in the next higher room and board category until such time that the Member's Room and Board entitlement becomes available. Should the member opt to stay in the said upgraded room after his/her room and board confinement becomes available, the member shall pay the incremental rate difference for the Room and Board and all incremental costs on Professional Fees.

- ### **2. Non-Affiliated Hospitals:** When a Member requires immediate medical attention necessitating use of the facilities of the nearest Non-Affiliated Hospital, HMO shall reimburse the Member 100% of the actual hospital bills inclusive of professional fees if notified within 24 hours, otherwise, members can only reimburse up to 80%.

For incumbent Justices, dependents and retired Justices, emergency cases in non-accredited hospitals shall be reimbursable up to 100%.

NOTIFICATION:

If after emergency treatment has been administered and the Member still requires confinement, he or his representative, as a pre-requisite for in-patient coverage, must notify the HMO within a period of twenty-four (24) hours from admission. No in-patient coverage will be provided without the 24-hour notification. However, in case the patient, due to his medical condition, is unable to communicate directly or through a representative, the 24-hour notification period shall be extended until twenty-four (24) hours from the time he is clinically able to do so.

3. **Outside of the Philippines:** When a Member requires immediate medical attention outside of the Philippines, HMO shall reimburse the Member 80% of the hospital bills inclusive of professional fees.

For incumbent Justices and their spouses and retired Justices, emergency cases in non-accredited hospitals shall be reimbursable up to 100% subject to Maximum Coverage Limit.

When the case is not coverable under the program for reasons that the condition is under the exclusion provisions, HMO shall provide coverage of up to Php5,000.00 worth of services in the emergency room.

F. POINT OF SERVICE (POS)

The Point of Service benefit covers all members of the health care plan.

All benefits under the accredited hospitals are covered. However, if a member avails of services outside the network, the **amount to be reimbursed shall be at least eighty percent (80%) of the actual cost**. The provision on incremental rate difference shall apply when a room higher than the category enrolled is used. However, the following benefits are subject to the aforementioned eighty percent (80%) reimbursement and not exceeding the corresponding limits prescribed below:

BENEFITS	LIMITS
Outpatient consultations/OP minor surgery and Aggregate OP/laboratory/consultation per member/year	80% of actual charges up to the Maximum Coverage Limit
In-patient Hospitalization expenses incurred	80% of actual charges up to the Maximum Coverage Limit

G. FINANCIAL ASSISTANCE

The following are covered under the Accidental Death and Permanent Disability Coverage and Burial Assistance:

1. Incumbent Justices and their spouses.
 2. All regular and casual employees who are below 65 years of age
 3. All coterminous employees, regardless of age, and regular employees whose terms have been extended beyond retirement age.
 4. Retired Sandiganbayan Justices and their spouses up to 75 years old and retired employees up to 70 years old
 5. Sandiganbayan employees who opted for early retirement between 60-65 years of age up to five (5) years from the date of their optional retirement
1. **BURIAL ASSISTANCE:** A burial assistance amounting to Php10,000.00 shall be given to the member's beneficiary/ies.
 2. **NATURAL DEATH ASSISTANCE:** A financial assistance of Php10,000.00 shall be given to the Justices' and Employees' beneficiary/ies in case of Natural Death.
 3. **ACCIDENTAL DEATH COVERAGE:** If the member dies due to injury sustained as a result of accident, the beneficiary/ies shall receive financial assistance equivalent to Php75,000.00.
 4. **PERMANENT DISABILITY COVERAGE:** If member suffers from permanent disability, benefit shall be given to the member in accordance with the schedule of benefit for disabilities. The sum specified is equivalent to Php75,000.00.

PERMANENT DISABLEMENT TABLE OF BENEFITS

DESCRIPTION OF DISABLEMENT	PERCENTAGE OF THE SUM SPECIFIED
Accidental Death	100%
Loss of two limbs	100%
Loss of both hands, or all fingers and both thumbs	100%
Loss of both feet	100%
Total loss of sight of both eyes	100%
Injuries resulting in being permanent bed ridden	100%
Any other injury causing permanent total disablement	100%
Loss of arm of above elbow	70%
Loss of arm between elbow and wrist	60%
Loss of hand	50%
Loss of four fingers and thumb of one hand	42.5%
Loss of four fingers	35%
Loss of thumb	15%
Loss of index finger	10%

Loss of middle finger	6%
Loss of ring finger	5%
Loss of little finger	4%
Loss of metacarpals	3%
-first or second (additional)	
-third, fourth or fifth (additional)	2%
Loss of leg at or above knee	60%
Loss of leg below knee	40%
Loss of one foot	50%
Loss of toes- all of one foot	15%
Loss of big toe	5%
Loss of any toe other than big toe, each	1%
Loss of sight of one eye	50%
Loss of hearing – both ears	50%
- one ear	25%

The request for member's financial assistance must be filed within thirty (30) days from the occurrence of death or accident.

5. MATERNITY ASSISTANCE: Financial assistance shall be given to married and unmarried female member following the semester of her childbirth, miscarriage, or emergency termination of pregnancy in accordance with the following schedule of benefit:

Miscarriage or emergency termination of pregnancy	Php3,000.00
Normal delivery	Php5,000.00
Caesarian section delivery	Php8,000.00

H. OTHER BENEFITS

a. Coverage of Congenital Illnesses is up to 25% of Maximum Coverage Limit for all enrolled members.

b. Custodial, domiciliary, convalescent and intermediate care of the twenty-one (21) incumbent Justices.

I. PROCEDURE OF AVAILMENT

The benefits and/or services conferred under the titles: Out-Patient, In-Patient, and Emergency Care must be claimed in accordance with the procedure set forth below.

a. Out-Patient / Non-Emergency Services

1. Any out-patient or non-emergency services are accommodated by the HMO coordinator at accredited hospital or clinic.
2. Prior to availment, the member is required to present his Membership ID Card, supported by any valid ID card (e.g., company, GSIS, and other ID cards bearing his photo and signature, for verification). In cases where the HMO membership ID card is not available, the HMO coordinator shall call the HMO office for verification.

The HMO Coordinator will evaluate the condition of the member and render appropriate medical treatment or recommend confinement if necessary. If the member's medical case requires treatment or consultation with another specialist, the HMO Coordinator may refer the member accordingly.

Necessary laboratory exams or diagnostic procedures may be requested by the Coordinator or Specialist. The member may then proceed to the medical department where the tests can be availed from (i.e., Laboratory, X-ray, Heart stations, etc.). Result of the tests may be followed up with the Coordinator or corresponding specialist.

b. In-Patient Services

1. Upon recommendation from the Coordinator, the member may be admitted to the hospital either on emergency or elective confinement.
2. For proper monitoring of confinement by HMO, the Membership ID Card must be presented to the hospital's Admitting Section upon admission. Likewise, said section must be notified of the room-and-board entitlement for proper room accommodation.
 - (a) Room upgrading during an elective confinement is allowed. However, the difference in the room-and-board, doctor's professional fees and incremental costs incurred shall be charged to and settled by the member prior to discharge.
 - (b) In an emergency confinement where the room entitlement may not be available, room upgrading is likewise allowed. However, upgrading is applied only to the next higher room accommodation. In this case, the member will not shoulder the excess charges (i.e., difference in the room-and-board, doctor's professional fees and incremental costs) until such time that the Member's Room and Board entitlement becomes available.
3. Once confinement is monitored, the Letter of Authorization (LOA) which signifies its extent of coverage for the availment shall be prepared by the HMO or Medical Coordinator.
4. All provisions indicated in the LOA will be discussed by the HMO representative or Coordinator with the member on the first or second day of confinement. This allows the Member to be aware of any non-covered charges he/she may incur during confinement, as well as other requirements pertinent to his/her availment.

c. Emergency Care Services

For Emergency conditions as defined under Article I, the Member may proceed to the emergency room of the nearest hospital/clinic whether affiliated or non-affiliated.

1. HMO-Affiliated Hospitals

- (a) Once confinement is determined, the HMO must be notified within 24 HOURS so that proper assistance is promptly rendered.

2. Non-HMO-Affiliated Hospitals

- (a) After treatment at the Emergency Room, all necessary receipts and clinical records must be secured for processing of the claim for reimbursement.
- (b) The HMO Claim for Reimbursement and Medical Certificate forms must be promptly accomplished and submitted to HMO within thirty (30) days after date of discharge.

ARTICLE V

PRE-EXISTING DREADED and NON-DREADED CONDITIONS

It is hereby understood and agreed that pre-existing dreaded and non-dreaded conditions, known or unknown, shall be covered for all enrolled members up to Maximum Coverage Limit.

For purposes herein, a dreaded disease is any condition that is considered to be chronic, progressive, and may be life-threatening and without assurance of complete cure and may entail lifelong therapy. The following list shall non-exclusively be considered dreaded disease:

1. Cerebrovascular Accident (Stroke)
2. Central Nervous System lesions (Poliomyelitis/ Meningitis/ Encephalitis/ Microsurgical conditions)
3. Cardiovascular Disease (Coronary / Valvular / Hypertensive Heart Disease/ Cardiomyopathy)
4. Chronic Obstructive Pulmonary Disease (Chronic Bronchitis/Emphysema, Restrictive Lung Disease)
5. Liver Parenchymal Disease (Cirrhosis, Hepatitis and/or Hepatitis Type B complications except those due to alcoholism, drug addiction and substance abuse, New Growth)
6. Chronic Renal / Urological disease (Nephropathies, Urolithiasis, Obstructive Uropathies),
7. Chronic Gastrointestinal Tract Disease requiring bowel resection and/or anastomosis
8. Collagen Diseases (Rheumatoid Arthritis)
9. Diabetes Mellitus and its complications
10. Malignancies and Blood dyscracias (Cancer, Leukemia, Idiopathic Thrombocytopenic Purpura)

11. Complications of an apparent ordinary illness including MODS and SIRS – Syndrome of Inadequate Response Systemic Disease (e.g. sepsis due to pneumonia, typhoid ileitis, cerebral malaria, etc.)
12. Single multiple organ dysfunction and failure (MODS and MOF)
13. Chronic pain syndrome (greater than 6 weeks)

ARTICLE VI

MOTOR VEHICLE LIABILITY

In case of injuries sustained by a Member in a motor vehicle accident, the Member's emergency care treatment, medical services, and hospitalization expenses as defined herein shall be covered by HMO up to MCL.

ARTICLE VII

CLAIMS AND MEMBERSHIP SATISFACTION PROVISIONS

- A. LIMITATION:** These claims for reimbursement apply to emergency treatment from non-affiliated hospitals, benefits under POS scheme and cases under special or exceptional circumstances that require cash out from the member.
- B. FORM:** All claims for reimbursement must be in writing and submitted to the HMO within sixty (60) calendar days from the date of availment of medical services. The claim must be accompanied with the following:
 1. Application for reimbursement.
 2. Original receipts of all hospital bills, including a clinical abstract of the case/treatment duly signed by the attending physician.
 3. If surgical intervention was performed, the claim must be accompanied by the operative record of the case, and its histopathological report.
 4. Police Report in case of accidents.
 5. Death certificate, if applicable.
- C. PAYMENT OF CLAIMS:** Upon processing and approval of the claim, payment of the same shall be made directly to the Member unless otherwise specified. In case of death of the Member, payment shall be made to the Procuring Entity in trust for the person entitled thereto. In the latter case, the SHWPI and/or beneficiary shall be required to sign or execute an affidavit of satisfaction of claim, which shall discharge HMO from any and all obligations arising out of the same.
- D. REQUEST FOR RECONSIDERATION:** If claim for reimbursement is denied, or the Member is not satisfied/agreeable to the reimbursement paid by HMO, a written request for reconsideration must be filed at HMO office not later than ten (10) working days from receipt of such denial or questioned reimbursement by the member or beneficiary. Otherwise, the claim shall be deemed satisfied or terminated. The request for reconsideration shall contain all the reasons upon which reconsideration is sought.

ARTICLE VIII

EXCLUSIONS AND LIMITATIONS PROVISIONS

The following shall fall under the exclusions and limitations of medical and health-care services:

1. Additional hospital charges resulting from obtaining a room accommodation different from the Member's Room and Board Accommodation, or additional personal comfort items such as additional telephone and TV, etc., not ordinarily included in the Member's Room and Board Accommodation.
2. Treatment resulting from self-inflicted injuries (including infections or complications as a result of tattoos. Piercing of the ear or in any body part, whether self-inflicted or done by a third party) or attempted suicide or self-destruction, whether sane or insane.
3. Alcoholism and drug addiction or abuse.
4. Treatment of any injury received which is proved to be attributable to the Members own misconduct such as gross negligence, intemperate use of drugs or alcoholic liquor, vicious habits, direct or indirect participation in the commission of a crime whether consummated or not, violation of a law or ordinance, and unnecessary exposure to imminent danger or hazard to health.
5. Cosmetic or reconstructive surgery to improve, alter, or enhance appearance except to treat a functional defect due to accidental injury within the initial confinement.
6. Circumcision, sex transformation, diagnosis and treatment of fertility or infertility, artificial insemination, sterilization or reversal of such.
7. Experimental and Alternative medical procedures (i.e. acupuncture, chiropractic care, iridology and the like).
8. All expenses incurred in the process of organ donation and transplantation.
9. Routine physical examinations required for obtaining or continuing employment, requirement in school, insurance or government licensing.
10. Purchase or lease of durable medical equipment, oxygen dispensing equipment, corrective appliances, artificial aids, prosthetic appliances.
11. Take-home and prescribed out-patient medicines over and above the allowable reimbursement.
12. Treatment of injuries/illnesses caused directly or indirectly by engaging in any known and generally accepted extreme sports or activities such as scuba diving, paragliding, cliff-diving, and other analogous or similar activities, as well as injuries resulting from participation in riots, strikes, and other civil disturbances.

Treatment of injuries resulting from war or any combat-related activities while in military service.

13. Injuries arising from all cases of assault initiated by the member.
14. Sexually transmitted diseases except AIDS.
15. All other routine procedures for screening purposes.
16. Guillain-Barre Syndrome, multiple sclerosis, demyelinating disease, Parkinson's disease, Alzheimer's disease, Myasthenia Gravis.
17. Diagnostics for hypersensitivity and desensitization treatment.
18. Professional fees and related service fee of medico-legal officers and payment for medico-legal certificates.
19. Financial responsibility for medical care covered by Philhealth and Employee's Compensation Act benefits already received by the Member by reason of compulsory coverage therein and all other government funded health-care entitlements as provided for by law.

ARTICLE IX

LIMITATIONS IN SERVICES PROVISIONS

The rights of the Member and obligations of HMO are subject to the following limitations:

1. If a major disaster or epidemic causes unavailability of facilities or personnel, or if circumstances are not within the control of HMO such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, or similar causes occur, HMO shall not be liable for any delay or failure to provide services to the member. HMO shall, however exercise extra ordinary diligence and exert its best effort to provide services to the Member.
2. HMO's aggregate liability for Out-patient, In-patient, and Emergency Care Benefits during the one-year term of the contract with respect to any particular disease/condition and their complications shall be limited to the Member's Maximum Coverage Limit (MCL).
3. If the Member refuses to follow the recommended treatment or procedures and HMO affiliated physician believes that no professionally acceptable alternative exists, then HMO shall no longer be responsible to provide care for the condition under treatment while such refusal exists. However, if the earlier refusal resulted in the aggravation of the medical condition, then HMO shall no longer be responsible for the treatment thereof.
4. If a Member refuses to comply with the established rules, regulations and procedures of the chosen hospitals or clinics and by reason of which services are

denied, HMO is not liable for any claims, charges or damages caused to the member.

ARTICLE X

OTHER PROVISIONS

A. SPECIAL PROCEDURES: HMO shall cover the following procedures up to the Maximum Coverage Limit unless limit is specified accordingly on a per year basis:

1. Lithotripsy up to MCL
2. Laparoscopic Cholecystectomy up to MCL
3. Endoscopic Procedures up to MCL
4. Computed Tomography Scan (CT scan) / Neuroscan up to MCL
5. Magnetic Resonance Imaging (MRI) up to MCL
6. Magnetic Resonance Angiogram (MRA) up to MCL
7. Nuclear Radioactive / Magnetic Isotope Scan (thyroid, bone), ultrasound and brachytherapy up to MCL
8. Sleep Study up to MCL
9. Pelvic Laparoscopy up to MCL
10. Sclerotherapy up to MCL
11. Dialysis is covered up to MCL
12. Intensity-Modulated Radiation Therapy and/or VMAT (Volumetric Modulated Arc Therapy) up to MCL.
13. Hysteroscopic Myoma up to MCL
14. Chemotherapy up to MCL for both Out-Patient and In-Patient.
15. All forms of hernia up to MCL
16. Cryosurgery is covered up to MCL
17. Fluorescein Angiogram up to MCL
18. Angioplasty up to MCL
19. Eye, ear, nose and throat care including:
 - * Cataract surgery except lens
 - * Laser eye treatment, except laser eye correction
 - * Endoscopic sinus surgery
 - * Laser Tonsillectomy covered up to MCL
20. Arthroscopic Knee Surgery covered up to 100% of the actual cost subject to MCL
21. Orthopedic surgery and surgically-implanted devices. The cost of surgically-implanted devices shall be covered up to Php50,000.00.
22. Special Modalities / Sophisticated Laboratory and Diagnostic Procedures that are new in the market and accepted or approved by the medical community but not on the experimental stages or part of a research study shall be covered up to MCL, subject to evaluation should there be any other alternative.

23. Biologic/ Systemic Treatment for Psoriasis up to MCL.

B. BENEFITS FOR SPECIAL DIAGNOSTIC PROCEDURES

The Member may avail specialized laboratory examinations and computer-based diagnostic procedures enumerated below (the “Special Diagnostic Procedures”) provided that the examination is made upon the request of the HMO affiliated physician. The Special Diagnostic Procedures shall be covered even without prior approval by the HMO provided such is required during Emergency Care as defined in the Contract.

1. Immunologic and Special Laboratory Examinations:

- a. Hepatitis Profile, e.g. HBSAg, Anti-HBS Ag, Anti HBc (IgM), Anti-HAV (IgM)
- b. ANA Profile, e.g., Anti-Nuclear-Antibody, Anti-Native-DNA, Anti-SM, Anti-SSA, Beta HCG, ANA.
- c. Thyroid Profile, e.g., T3, T4, TSH, FTA-ABS.
- d. TORCH Profile, e.g., Anti-Toxoplasma Gondii (IgM), Anti Rubella, Anti-Cytomegalo-Virus (Total Ig).
- e. SLE test, FAT Widal Test, ASO Titer, Serum Ig-Ci, Alpha-Feto Protein, ESR
- f. Urine / blood culture & sensitivity test
- g. 24-hour urine protein determination
- h. Troponin
- i. Glycosylated Hemoglobin
- j. Prostate Specific Antigen (PSA)

2. Special and Computer-Based Diagnostic Procedures:

a. Stress Testing (All Types)	- covered up to MCL
b. Nuclear Radioactive Imaging (Including Parathyroid scan)	- covered up to MCL
c. Total Body Scan	- covered up to MCL
d. Bone Scan	- covered up to MCL
e. Renal Scan	- covered up to MCL
f. Pulmonary Scan	- covered up to MCL
g. Thallium Scan	- covered up to MCL
h. Thyroid Scan	- covered up to MCL
i. Echocardiography (All types)	- covered up to MCL
j. Fluorescent Angiography or Angioscopy of the eye	- covered up to MCL
k. Breast Scintigraphy	- covered up to MCL
l. Electromyography & Nerve Conduction Tests	- covered up to MCL
m. Electroencephalography (EEG)	- covered up to MCL
n. Chest, abdominal, thyroid, renal, breast, or pelvic ultrasonography (including transvaginal)	- covered up to MCL
o. 3D imaging	- covered up to MCL

p. Mammography	- covered up to MCL
q. Positron Emission Tomography (PET Scan)	- covered up to MCL

All other special diagnostic procedures and modalities of therapeutic procedures not stipulated above shall be covered up to Ten Thousand Pesos (Php10,000.00) per member per year.

- C. PHILHEALTH PAYMENTS:** It is hereby declared and agreed that the contract is integrated with PHILHEALTH. For this purpose, the Member is deemed to be a PHILHEALTH member. Therefore, the benefit provided under PHILHEALTH or which otherwise would have been provided had the Member been covered under PHILHEALTH, shall be deducted in the computation of the benefits payable under the contract. In this regard, the Member who fails to claim the benefit under PHILHEALTH shall pay the cost of such unclaimed benefit.
- D. RELEASE WAIVER:** HMO holds the Procuring Entity free and harmless of any and all claims, liabilities and causes of action for all medical charges/expenses and services covered by the benefits of the contract.
- E. DOWNGRADING OF COVERAGE:** Availment of a room accommodation lower than the Member's room and Board Accommodation can be done at the option of the Member in which case, there shall be no refund for the cost difference in room accommodation and other related medical benefits.
- F. AREAS WITHOUT AFFILIATED HOSPITALS:** In areas without affiliated hospitals within twenty (20) kilometer radius. HMO shall reimburse the following:
1. 100% on room and board charges if according to the Member's Room and Board accommodation.
 2. 100% on medicines and laboratory examinations while confined.
 3. Professional fees based on what it would have cost HMO if an Affiliated Physician rendered the service in an Affiliated Hospital.
- F. REIMBURSEMENT OF PROFESSIONAL FEES FOR NEUROLOGISTS/ PSYCHOLOGIST/ PSYCHIATRIST:** As there are no accredited neurologists, psychologist/ psychiatrist under any HMO, the reimbursement for professional fees of a neurologist psychologist/psychiatrist shall cover the full amount of the professional fees paid for out-patient and in-patient services subject to the terms of the contract on covered illnesses / diseases, and provided that the necessary documents for filing a claim for reimbursement are observed and completed (Article VII, Section B).
- G. PROFESSIONAL FEES FOR REMOT/TELE-CONSULTATIONS:**
- Professional fees and charges for all remote/tele-consultations shall be covered via reimbursement up to MCL, provided that the doctor is accredited by the HMO company and necessary documentary requirements for reimbursements are submitted to the COURT's Medical Section.

- I. UPGRADING OF PLAN:** Any changes in the type of plan by the Procuring Entity are not allowed. However, should there be a need to upgrade a Member's plan as a result of promotion of the Member in the agency, such shall be approved subject to the conditions to the said change:
1. The COURT notifies the HMO in writing.
 2. The effective date of the upgrading of the plan shall be the first day of the month following the date the COURT notifies HMO in writing or the first day of the month following the date of promotion.
 3. In case of an upgrade in plan, the procuring Entity shall pay the additional membership fee pertaining to the period that the upgraded plan is in effect.

Statement of Compliance

Item	Specification	Statement of Compliance
1	Terms of Reference stated in the Technical Specifications, Section VII of herein bidding documents.	
2	Delivery of services as stated in Section VI, Schedule of Requirements of herein bidding documents.	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- ☐ (b) 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; **and**
- ☐ (c) 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 the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- ☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** 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.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- ☐ (k) [For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in

- government procurement activities for the same item or product.
- ☐ (1) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

