

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

Republic of the Philippines

**Sandiganbayan**

Quezon City

# **Procurement of**

**THE COMPREHENSIVE HEALTH CARE PACKAGE OF  
SANDIGANBAYAN FOR CY 2017-2018**

Government of the Republic of the Philippines

**Fifth Edition  
August 2016**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines (GOP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), and local government units (LGUs) and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory<sup>1</sup> use in projects that are financed in whole or in part by the GOP or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of bidders, such as track record to be determined by the Head of the Procuring Entity; (c) the expected contract duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBDs groups the provisions that are intended to be used unchanged in Section II. Instructions to Bidders (ITB) and in Section IV. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in Section III. Bid Data Sheet (BDS); Section V. Special Conditions of Contract (SCC); Section VI. Schedule of Requirements; Section VII. Technical Specifications, and Section IX. Foreign-Assisted Projects.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. In addition, 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, except for the notes introducing Bidding Forms where the information is useful for the Bidder. 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 Project.
- (b) Specific details, such as the “name of the Procuring Entity” and “address for bid submission,” should be furnished in the ITB, BDS, and SCC. 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, BDS, SCC, 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. The Bidding Documents should contain no footnotes except Bidding Forms since these provide important guidance to Bidders.
- (d) The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

---

<sup>1</sup> Unless the Treaty or International or Executive Agreement expressly provides use of foreign government/foreign or international financing institution procurement guidelines.

- (e) If modifications must be made to bidding requirements, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the BDS or SCC these terms shall be printed in bold type face on Section I. Instructions to Bidders and Section III. General Conditions of Contract, respectively.

**TABLE OF CONTENTS**

**SECTION I. INVITATION TO APPLY FOR ELIGIBILITY AND TO BID .....6**

**SECTION II. INSTRUCTIONS TO BIDDERS .....9**

**SECTION III. BID DATA SHEET ..... 36**

**SECTION IV. GENERAL CONDITIONS OF CONTRACT ..... 401**

**SECTION V. TERMS OF REFERENCE AND SPECIAL CONDITIONS OF  
CONTRACT..... 58**

**SECTION VI. BIDDING FORMS..... 89**

# ***Section I. Invitation to Bid***

## **Notes on the Invitation to Bid**

The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be:

- (a) Posted continuously in the Philippine Government Electronic Procurement System (PhilGEPS) website, the website of the Procuring Entity concerned, if available, and the website prescribed by the foreign government/foreign or international financing institution, if applicable, for seven (7) calendar days starting on the date of advertisement;
- (b) Posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned for seven (7) calendar days, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned; and
- (c) Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Section 21.2.1(c) of the IRR of RA 9184<sup>2</sup>.

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid should also indicate the following:

- (a) The date of availability of the Bidding Documents, which shall be from the time the Invitation to Bid 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 from the last day of posting of the Invitation to Bid; and
- (d) Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The Invitation to Bid should be incorporated in the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents and in particular to the relevant information in the BDS.

For foreign-assisted projects, the Invitation to Bid to be used is provided in Section IX- Foreign-Assisted Projects.

---

<sup>2</sup> Two years after the effectivity of the 2016 Revised IRR of R.A. No. 9184 on 28 October 2016, advertisement in a newspaper of general nationwide circulation shall no longer be required. However, a procuring entity that cannot post its opportunities in the PhilGEPS for justifiable reasons shall continue to publish its advertisements in a newspaper of general nationwide circulation.



REPUBLIC OF THE PHILIPPINES  
**Sandiganbayan**  
Quezon City

**Invitation to Apply for Eligibility and to Bid for the  
Comprehensive Health Care Package of the Sandiganbayan**

1. The **Sandiganbayan**, through its Savings as authorized by the Hon. Chief Justice of the Supreme Court per Augmentation Realignment Order (ARO) No. 2013-001 (Calendar Year [CY] 2017), intends to apply the sum of **Twenty Million Pesos (PhP20,000,000.00)**, inclusive of **12% Value Added Tax**, being the Approved Budget for the Contract (ABC), to payments under the contract for the **Comprehensive Health Care Package of the Sandiganbayan for CY 2017**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Sandiganbayan Bids and Awards Committee (BAC)** now invites bids for the Comprehensive Health Care Package of the Sandiganbayan for 2017. Delivery of the Goods is required **on May 16, 2017 for a duration of one (1) year**. 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) 9184, otherwise known as the “Government Procurement Reform Act”.

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. Health Maintenance Organizations (HMOs) that are by themselves, their parent company or their Officers and Board of Directors, litigants or have pending cases before the Sandiganbayan are precluded from joining the bidding for the Comprehensive Health Care Project.

4. Interested bidders may obtain further information from the **Sandiganbayan BAC thru the Ad Hoc BAC Secretariat** and inspect the Bidding Documents at the address given below, **Monday through Friday, 8:00a.m. to 4:30p.m. from February 23, 2017 until 1:00p.m. of March 22, 2017**.
5. A complete set of Bidding Documents for the Comprehensive Health Care Package for the Sandiganbayan for CY 2017 may be acquired by interested Bidders starting **February 23, 2017, 9:00a.m. to 4:00p.m.** from the address below upon payment of a non-refundable fee of **Ten Thousand Pesos (PhP10,000.00)**. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS), provided that Bidders shall pay the applicable (non-refundable) fee for the Bidding Documents not later than the submission of their bids.
6. The Sandiganbayan will hold the **Pre-Bid Conference on March 7, 2017, 2:00p.m. at the Office of the Budget and Finance Division Conference Room, Ground Floor, Sandiganbayan Centennial Building, Commonwealth Avenue, Quezon City**, which shall be open to prospective bidders.

7. Bids must be duly received by the *Ad Hoc* BAC Secretariat at the address below on or before **March 22, 2017 at 1:30p.m.** All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.

Bid opening shall be on **March 22, 2017 at 2:00p.m.** at the **Office of the Budget and Finance Division Conference Room, Ground Floor, Sandiganbayan Centennial Building, Commonwealth Avenue, Quezon City.** Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. 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 Section 41 of RA 9184 and its RIRR, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

**Sandiganbayan *Ad Hoc* BAC Secretariat**  
Office of the Executive Clerk of Court IV  
Tel. No. 951-4502/951-4599/951-4587  
Ground Floor, Sandiganbayan Centennial Bldg.,  
Commonwealth Ave., Quezon City

---

**ATTY. MA. TERESA S. PABULAYAN**  
*Chairperson*

# *Section II. Instructions to Bidders*

## **Notes on the Instructions to Bidders**

This Section of the Bidding Documents 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.

This Section also contains provisions that are to be used unchanged. Section III consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section II which are specific to each procurement.

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 not normally included in this Section, but rather under Section IV. General Conditions of Contract (GCC), and/or Section V. Terms of Reference and

Special Conditions of Contract (SCC). 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.



## TABLE OF CONTENTS

A. GENERAL .....	11-17
1. Scope of Bid .....	11
2. Source of Funds.....	11
3. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	11-12
4. Conflict of Interest .....	12-13
5. Eligible Bidders.....	13-14
6. Bidder's Responsibilities .....	14-16
7. Origin of Goods.....	16
8. Subcontracts .....	16-17
B. CONTENTS OF BIDDING DOCUMENTS .....	17-18
9. Pre-Bid Conference.....	17
10. Clarification and Amendment of Bidding Documents .....	17-18
C. PREPARATION OF BIDS .....	18-26
11. Language of Bid .....	18
12. Documents Comprising the Bid: Eligibility and Technical Components .....	18-21
13. Documents Comprising the Bid: Financial Component.....	21
14. Alternative Bids .....	21-22
15. Bid Prices .....	22-23
16. Bid Currencies.....	23
17. Bid Validity .....	23
18. Bid Security.....	24-25
19. Format and Signing of Bids.....	26
20. Sealing and Marking of Bids.....	26-27
D. SUBMISSION AND OPENING OF BIDS.....	27-29
21. Deadline for Submission of Bids .....	27
22. Late Bids .....	27
23. Modification and Withdrawal of Bids .....	27-28
24. Opening and Preliminary Examination of Bids.....	28-29
E. EVALUATION AND COMPARISON OF BIDS .....	29-33
25. Process to be Confidential .....	29
26. Clarification of Bids .....	29
27. Domestic Preference .....	29-30

28. Detailed Evaluation and Comparison of Bids.....	30-31
29. Post-Qualification .....	31-32
30. Reservation Clause.....	32-33
F. AWARD OF CONTRACT .....	33-35
31. Contract Award .....	33
32. Signing of the Contract.....	33-34
33. Performance Security .....	34-35
34. Notice to Proceed .....	35
35. Protest Mechanism.....	35

## General

### 1. Scope of Bid

The **Sandiganbayan** (hereinafter referred to as “the Procuring Entity”) thru its **Bids and Awards Committee** (hereinafter referred to as “**BAC**”), wishes to receive bids for the procurement of Health Maintenance Services to the incumbent Justices, officials and employees of the Court under a managed healthcare system as described in Section III. Terms of Reference and Special Conditions of the Contract.

The project is called “**Sandiganbayan Healthcare Services Project**” (hereinafter called “the Project”).

### 2. Source of Funds

- 2.1 The budget for the Project is Twenty Million Pesos (PhP20,000,000.00), through its Savings as authorized by the Honorable Chief Justice of the Supreme Court per **Augmentation Realignment Order (ARO) No. 2013-001 dated March 28, 2014**.
- 2.2 The Procuring Entity intends to apply a portion or the whole funds to eligible payments under the contract for which this Bidding Document is issued.
- 2.3 Payments will be made only at the request of the Procuring Entity and upon approval of its Head in accordance with the provisions, terms and conditions of existing and applicable law. No party other than the Procuring Entity shall derive any rights from the budget specifically appropriated for the project or have any claim thereto.

### 3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
    - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
    - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
  - (v) “obstructive practice” is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
    - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
  - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

#### **4. Conflict of Interest**

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:
- (a) A Bidder has controlling shareholders in common with another Bidder;
  - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
  - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
  - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;

- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
  - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
  - (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:
- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
  - (b) If the Bidder is a partnership, to all its officers and members;
  - (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
  - (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
  - (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

## 5. Eligible Bidders

- 5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:
- (a) Duly licensed Filipino citizens/sole proprietorships;
  - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
  - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
  - (d) Cooperatives duly organized under the laws of the Philippines; and
  - (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).

- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
  - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - (c) When the Goods sought to be procured are not available from local suppliers; or
  - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(ii).

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:
- $$\text{NFCC} = [(\text{Current assets minus current liabilities}) (15)] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.}$$

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

## 6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Bidding Forms as required in **ITB** Clause 12.1(B)(iii).
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
  - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment’s premises; and

- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

## **7. Origin of Goods**

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

## **8. Subcontracts**

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during



bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

**Contents of Bidding Documents**

**9. Pre-Bid Conference**

The Bidding Documents consist of Sections I to VI, including all the Section indicated below, and should be read in conjunction with any addenda issued in accordance with ITB Clause 10.

<b>Section I.</b>	<b>Invitation to Apply for Eligibility and to Bid</b>
<b>Section II.</b>	<b>Instructions to Bidders (ITB)</b>
<b>Section III.</b>	<b>Bid Data Sheet</b>
<b>Section IV.</b>	<b>General Conditions of the Contract</b>
<b>Section V.</b>	<b>Terms of Reference and Special Conditions of the Contract</b>
<b>Section VI.</b>	<b>Bidding and Sample Forms</b>

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders’ questions on the technical and financial components of this Project.
- (b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity’s requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

**10. Clarification and Amendment of Bidding Documents**

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity’s initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

### Preparation of Bids

#### 11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC **must be in English**. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder’s country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

#### 12. Documents Comprising the Bid: Eligibility and Technical Components

- 12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

##### A. ELIGIBILITY DOCUMENTS:

*(**Note:** The originals of the documents must be presented for authenticity in cases where only copies are submitted for the Eligibility Check.)*

	DOCUMENT/S	TAB
Class “A” Documents:	(i) <b><u>PhilGEPS Certificate of Registration</u></b> and Membership in accordance with Section 8.5.2 of the IRR;	A-1
	(ii) <b><u>Statement of all its ongoing government and private contracts</u></b> , including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; <i>and</i>	A-2

	<p><b><u>Statement of the Bidder's SLCC similar to the contract to be bid</u></b>, in accordance with <b>ITB Clause 5.4</b>, within the relevant period as provided in the <b>BDS</b>.</p> <p>The <i>two statements</i> required shall indicate for each contract the following:</p> <ul style="list-style-type: none"> <li>(ii.1) name of the contract;</li> <li>(ii.2) date of the contract;</li> <li>(ii.3) contract duration;</li> <li>(ii.4) owner's name and address;</li> <li>(ii.5) kinds of Goods;</li> <li>(ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;</li> <li>(ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;</li> <li>(ii.8) date of delivery; and</li> <li>(ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.</li> </ul>	
	(iii) <b><u>NFCC computation</u></b> in accordance with <b>ITB Clause 5.5</b> or a committed Line of Credit from a universal or commercial bank.	A-3
	(iv) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives.	
	(v) Mayor's/Business permit issued for year 2017 by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas. In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of this IRR.	
	(vi) Latest Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).	
<b>Class "B" Documents:</b>	If applicable, the <b><u>Joint Venture Agreement (JVA)</u></b> in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.	A-4

	Securities and Exchange Commission (SEC) Registration Certificate OR Department of Trade and Industry (DTI) Business Name Registration, whichever may be applicable.	
<b>OTHER ELIGIBILITY REQUIREMENTS</b>		
Latest clearance to operate issued by proper regulatory agency (Insurance Commission and Department of Health whichever is appropriate).		O-1
Updated list of accredited hospitals and accredited physicians nationwide; (same requirement appearing under Item (d) under Technical Proposal). *Both lists will be reproduced for the Eligibility as well as in the Technical Component		O-2
SSS, PhilHealth and Pag-IBIG membership including receipts of latest remittances to said institutions.		O-3
Certified copies of Annual Income and Business Tax Returns for <b>CY 2015 or latest</b> duly stamped “Received” by the BIR or its authorized institutions.		O-4
Quarterly Income Tax Payments (current) through BIR Electronic Filing and payment System (EFPS), if applicable ( <i>First to Fourth Quarter of 2016</i> ).		O-5
Quarterly VAT payment (current) also through BIR EFPS, if applicable ( <i>for the whole year of 2016</i> ).		O-6
Sworn Affidavit of compliance with Sec. 23.4.1.1, Rule VIII (Receipt and Opening of Bids), IRR, R.A. 9184 requiring Filipino ownership of at least sixty percent (60%) of the outstanding capital stock for corporations, or sixty percent (60%) of interest for partnerships.		O-8

**B. TECHNICAL DOCUMENTS:**

<b>DOCUMENTS</b>	<b>TAB</b>
(i) <b><u>Bid security</u></b> in accordance with <b>ITB Clause 18</b> . If the Bidder opts to submit the bid security in the form of: (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or  (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments.	B-1
(ii) <b><u>Conformity with technical specifications</u></b> (Proposed Technical Features of the Sandiganbayan Health Maintenance Services Project) as enumerated and specified in Sections V and VI of the Bidding Documents.	B-2

(iii) <b>Sworn statement</b> in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VI. Bidding Forms.	B-3
(iv) <b>List</b> of accredited hospitals and doctors.	B-4
(v) <b>Certificate of Good Standing</b> from <b>five (5) accredited tertiary hospitals in the National Capital Region (NCR).</b>	B-5
(vi) Duly signed <b>Supplemental/Bid Bulletins</b> , if any.	B-6

**13. Documents Comprising the Bid: Financial Component**

13.1 Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

**Financial Documents:**

DOCUMENTS	TAB
(a) <b>Financial Bid Form</b> , which includes bid prices and the applicable Price Schedules, in accordance with <b>ITB</b> Clauses 15.1 and 15.4;	C-1
(b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with <b>ITB</b> Clause 27, unless otherwise provided in the <b>BDS</b> ; and	C-2
(c) The prospective bidder’s <b>audited financial statements</b> , showing, among others, the prospective bidder’s total and 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 ( <b>2015 and 2016</b> ) from the date of bid submission.	C-3
(d) <b>Sworn Affidavit</b> of compliance with Sec. 23.4.1.1, Rule VIII (Receipt and Opening of Bids), IRR, R.A. 9184 requiring Filipino ownership of at least sixty percent (60%) of the outstanding capital stock for corporations, or sixty percent (60%) of interest for partnerships.	C-4

13.2 Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.

**14. Alternative Bids**

14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid

proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

**15. Bid Prices**

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. 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 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, listed in the **BDS**.

- (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations
- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

## 16. Bid Currencies

- 16.1. Prices shall be quoted in the following currencies:
- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
  - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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 *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3. Unless otherwise specified in the **BDS**, **payment of the contract price shall be made in Philippine Pesos.**

## 17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed **one hundred twenty (120) calendar days** from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security and valid for <b>one hundred twenty (120)</b> calendar days from the date of Bid Opening.	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful



Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.

18.5. The bid security may be forfeited:

- (a) if a Bidder:
  - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
  - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
  - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
  - (iv) submission of eligibility requirements containing false information or falsified documents;
  - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
  - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
  - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
  - (viii) refusal or failure to post the required performance security within the prescribed time;
  - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
  - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
  - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
  - (i) fails to sign the contract in accordance with **ITB** Clause 32; or
  - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

**19. Format and Signing of Bids**

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The **first** shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the **second** shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

**20. Sealing and Marking of Bids**

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.

**ORIGINAL - Technical and Eligibility Component**

**ORIGINAL BID FOR**  
**Sandiganbayan Health Maintenance Services Project**

**Company Name**  
**Company Address**

**ORIGINAL - Financial Component**

**ORIGINAL BID FOR**  
**Sandiganbayan Health Maintenance Services Project**

**Company Name**  
**Company Address**

- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. \_\_\_\_ - TECHNICAL COMPONENT” and “COPY NO. \_\_\_\_ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. \_\_\_\_”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;
  - (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 1.1;
  - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
  - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

## **Submission and Opening of Bids**

### **21. Deadline for Submission of Bids**

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

### **22. Late Bids**

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

### **23. Modification and Withdrawal of Bids**

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with **ITB** Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

## **24. Opening and Preliminary Examination of Bids**

- 24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
  - (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;

- (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
  - (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8. The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9. To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

## **Evaluation and Comparison of Bids**

### **25. Process to be Confidential**

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

### **26. Clarification of Bids**

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

### **27. Domestic Preference**

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.

- (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
  - (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
  - (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

## 28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
  - (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
  - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. 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 following in the evaluation of bids:
  - (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
  - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid.

Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.

- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 28.3.

## **29. Post-Qualification**

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 0.
- 29.2. 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**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Responsive Bid (LCRB) passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Responsive Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next

Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.

- 29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Responsive Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

### **30. Reservation Clause**

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
  - (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
  - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
    - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
    - (ii) If the project is no longer necessary as determined by the HoPE; and
    - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:



- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification;  
or
- (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

## **Award of Contract**

### **31. Contract Award**

- 31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
  - (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
    - (i) Valid JVA, if applicable; or
    - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
  - (b) Posting of the performance security in accordance with **ITB** Clause 33;
  - (c) Signing of the contract as provided in **ITB** Clause 32; and
  - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. .

### **32. Signing of the Contract**

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. **Within ten (10) calendar days** from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.

- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
  - (b) Bidding Documents;
  - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - (d) Performance Security;
  - (e) Notice of Award of Contract; and
  - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

**33. Performance Security**

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security **within a maximum period of ten (10) calendar days** from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

- 33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to

initiate and complete the post qualification of the second Lowest Calculated Responsive Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However, if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

**34. Notice to Proceed**

**Within seven (7) calendar days** from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

**35. Protest Mechanism**

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

Section III is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB included in Section II, 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, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

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

For foreign-assisted projects, the Bid Data Sheet to be used is provided in Section IX- Foreign-Assisted Projects.

# Bid Data Sheet

ITB Clause	
1	<p>The Procuring Entity is <b>Sandiganbayan</b> (hereinafter referred to as “the Procuring Entity”) thru its <b>Bids and Awards Committee</b> (hereinafter referred to as “<b>BAC</b>”).</p> <p>The name of the Contract is <b>Comprehensive Health Care Package of the Sandiganbayan for CY 2017</b>.</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the <b>Augmentation Realignment Order (ARO) No. 2013-001 (Calendar Year [CY] 2017)</b>.</p> <p>The name of the Project is: <b>Sandiganbayan Healthcare Services Project</b></p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Not applicable.
5.4	<p>The Bidder must have completed, within the period specified in the Invitation to Bid and <b>ITB</b> Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p> <p>No further instructions.</p>
7	No further instructions.
8.1	<p>The Bidder shall not assign or subcontract the services or any portion thereof covered by the Project without written approval of the <b>BAC</b>. Violation of this condition will be a ground for the cancellation of the Contract.</p> <p><i><b>NOTE:</b> The contractor shall undertake not less than 20% of the contracted works with its own resources.</i></p>
8.2	Subcontractors must comply with the provisions of ITB Clause 5. For this purpose, the Bidder shall include in its Technical Component/Proposal all the documents required under ITB Clause 12 for any subcontractor. If the <b>BAC</b> determines that a subcontractor is ineligible, the subcontracting of the service concerned to the ineligible subcontractor shall be disallowed on that ground.
9.1	The Procuring Entity will hold a Pre-Bid conference for this Project on <b>March 7, 2017 at 2:00 PM</b> at the <b>Office of the Budget and Finance Division Conference Room, Ground Floor, Sandiganbayan Centennial Building, Commonwealth Avenue, Quezon City</b> .
10.1	<p>The Procuring Entity’s address is:</p> <p><b>Sandiganbayan Ad Hoc BAC Secretariat</b>  Office of the Executive Clerk of Court IV  Telefax No. 951-4502/951-4587/951-4599  Ground Floor, Sandiganbayan Centennial Bldg., Commonwealth Ave. cor. Batasan Rd., Quezon City</p>

12.1(a)	No further instructions.
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed <b>within five years (Calendar Years 2012-2016)</b> prior to the deadline for the submission and receipt of bids bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, <b>must be at least fifty percent (50%) of the ABC.</b>
13.1	No additional requirements.
13.1(b)	No further instructions.
13.1(c)	<ol style="list-style-type: none"> <li>1. The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and 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.</li> <li>2. <b>Sworn Affidavit</b> of compliance with Sec. 23.4.1.1, Rule VIII (Receipt and Opening of Bids), IRR, R.A. 9184 requiring Filipino ownership of at least sixty percent (60%) of the outstanding capital stock for corporations, or sixty percent (60%) of interest for partnerships.</li> </ol>
13.2	<b>The ABC is PhP20,000,000.00.</b> Any bid with a financial component exceeding this amount shall not be accepted.
15.4(a)(iv)	No incidental services are required.
15.4(b)	<p>Not applicable.</p> <p>No incidental services are required.</p>
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Payment shall be made in <b>Philippine Pesos.</b>
17.1	Bids will be valid until <b>July 20, 2017</b> , which is one hundred twenty (120) calendar days from the date of the Bid Opening.
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>1. The amount of not less than <b>Php400,000.00 (2% of ABC)</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>2. The amount of not less than <b>Php1,000,000.00 (5% of ABC)</b> if bid security is in Surety Bond.</li> </ol>
18.2	The bid security shall be valid until <b>July 20, 2017</b> , which is one hundred twenty (120) calendar days from the date of the Bid Opening.
0	Each Bidder shall one (1) original and one (1) certified photo copy of the first and second components of its bid.
21	<p>The address for submission of bids is</p> <p><b>Atty. Ritchelle M. Desingano-Yrañela</b>  <i>Head, Ad Hoc BAC Secretariat</i></p>

	<p>Bids and Awards Committee Secretariat  Sandiganbayan Centennial Bldg., Quezon City.  Telefax No. 951-4502/951-4599/951-4587</p> <p>The deadline for submission of bids is <b><u>March 22, 2017 1:30 PM.</u></b></p>
24.1	<p>The place of bid opening is:  <b>Office of the Budget and Finance Division Conference Room  Ground Floor, Sandiganbayan Centennial Building,  Commonwealth Avenue, Quezon City.</b></p> <p>The date and time of bid opening is <b><u>March 22, 2017 2:00 PM.</u></b></p>
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3 (a)	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
28.4	No further instructions.
29.2	<p>Bidders have to submit:</p> <ol style="list-style-type: none"> <li>1. Latest Income and Business Tax Returns</li> <li>2. Quarterly Income Tax Payments (current) through BIR Electronic Filing and payment System (EFPS), if applicable (<i>First to Fourth Quarter of 2016</i>)</li> <li>3. Quarterly VAT payment (current) also through BIR EFPS, if applicable (<i>for the whole year of 2016</i>).</li> </ol> <p>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</p>
32.4(f)	<ol style="list-style-type: none"> <li>1. Latest clearance to operate issued by proper regulatory agency (Insurance Commission and Department of Health whichever is appropriate).</li> <li>2. Updated list of accredited hospitals and accredited physicians nationwide.</li> <li>3. SSS, PhilHealth and Pag-IBIG membership including receipts of latest remittances to said institutions.</li> <li>4. Certificate of Good Standing from five (5) accredited tertiary hospitals in the National Capital Region (NCR).</li> <li>5. Duly notarized Certificate of Compliance with existing labor laws and standards</li> </ol>

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.



## TABLE OF CONTENTS

<b>1. DEFINITIONS .....</b>	<b>42</b>
<b>2. CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES ..</b>	<b>42-44</b>
<b>3. INSPECTION AND AUDIT BY THE FUNDING SOURCE .....</b>	<b>44</b>
<b>4. GOVERNING LAW AND LANGUAGE .....</b>	<b>44</b>
<b>5. NOTICES.....</b>	<b>44</b>
<b>6. SCOPE OF CONTRACT.....</b>	<b>44</b>
<b>7. SUBCONTRACTING.....</b>	<b>44-45</b>
<b>8. PROCURING ENTITY’S RESPONSIBILITIES.....</b>	<b>45</b>
<b>9. PRICES .....</b>	<b>45</b>
<b>10. PAYMENT .....</b>	<b>45-46</b>
<b>11. ADVANCE PAYMENT AND TERMS OF PAYMENT .....</b>	<b>46</b>
<b>12. TAXES AND DUTIES.....</b>	<b>46</b>
<b>13. PERFORMANCE SECURITY .....</b>	<b>46-47</b>
<b>14. USE OF CONTRACT DOCUMENTS AND INFORMATION.....</b>	<b>47</b>
<b>15. STANDARDS.....</b>	<b>47</b>
<b>16. INSPECTION AND TESTS.....</b>	<b>47-48</b>
<b>17. WARRANTY.....</b>	<b>48</b>
<b>18. DELAYS IN THE SUPPLIER’S PERFORMANCE .....</b>	<b>49</b>
<b>19. LIQUIDATED DAMAGES .....</b>	<b>49</b>
<b>20. SETTLEMENT OF DISPUTES .....</b>	<b>49-50</b>
<b>21. LIABILITY OF THE SUPPLIER.....</b>	<b>50</b>
<b>22. FORCE MAJEURE.....</b>	<b>50</b>
<b>23. TERMINATION FOR DEFAULT.....</b>	<b>50-51</b>
<b>24. TERMINATION FOR INSOLVENCY .....</b>	<b>51</b>
<b>25. TERMINATION FOR CONVENIENCE .....</b>	<b>51</b>
<b>26. TERMINATION FOR UNLAWFUL ACTS .....</b>	<b>51-52</b>
<b>27. PROCEDURES FOR TERMINATION OF CONTRACTS.....</b>	<b>52-53</b>
<b>28. ASSIGNMENT OF RIGHTS.....</b>	<b>53</b>
<b>29. CONTRACT AMENDMENT .....</b>	<b>53</b>
<b>30. APPLICATION.....</b>	<b>53</b>

## 1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
  - (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
  - (e) “GCC” means the General Conditions of Contract contained in this Section.
  - (f) “SCC” means the Special Conditions of Contract.
  - (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the **SCC**.
  - (h) “The Procuring Entity’s country” is the Philippines.
  - (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
  - (j) The “Funding Source” means the organization named in the **SCC**.
  - (k) “The Project Site,” where applicable, means the place or places named in the **SCC**.
  - (l) “Day” means calendar day.
  - (m) The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
  - (n) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

## 2. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
    - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
    - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
    - (v) "obstructive practice" is
      - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
      - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
  - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal

penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

### **3. Inspection and Audit by the Funding Source**

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

### **4. Governing Law and Language**

- 4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

### **5. Notices**

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

### **6. Scope of Contract**

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. .
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

### **7. Subcontracting**

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this 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.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified

during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

## **8. Procuring Entity's Responsibilities**

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

## **9. Prices**

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

## **10. Payment**

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For

this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

## **11. Advance Payment and Terms of Payment**

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex “D” of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:
  - (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
  - (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
  - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity’s authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity’s authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity’s own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

## **12. Taxes and Duties**

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

## **13. Performance Security**

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award 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 the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the **SCC**.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

## **14. Use of Contract Documents and Information**

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

## **15. Standards**

The Goods provided under this Contract shall conform to the standards mentioned in **Error! Reference source not found.**; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

## **16. Inspection and Tests**

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and Section V. Terms of Reference and Special Conditions of the Contract 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.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## **17. Warranty**

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.



## **18. Delays in the Supplier's Performance**

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. .
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

## **19. Liquidated Damages**

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

## **20. Settlement of Disputes**

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

## **21. Liability of the Supplier**

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **22. Force Majeure**

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## **23. Termination for Default**

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
  - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or

- (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

## 24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

## 25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
  - (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

## 26. Termination for Unlawful Acts

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the

implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

## **27. Procedures for Termination of Contracts**

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
  - (i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from

receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

## **28. Assignment of Rights**

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

## **29. Contract Amendment**

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

## **30. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

# *Section V. Terms of Reference and 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.

The provisions of this Section 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 Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, 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 Section IV should be incorporated herein.

For foreign-assisted projects, the Special Conditions of Contract to be used is provided in Section IX-Foreign-Assisted Projects.

# ***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 has 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 may from time to time prepare and distribute to Members, and with which the HMO 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 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 has an existing service agreement.
- E. AFFILIATED MEDICAL STAFF:** A group of medical practitioners and other allied health professionals who are affiliated by HMO 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 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 specialist, request for laboratory examination and hospitalization arrangement.
- G. AFFILIATED PHYSICIAN OR SPECIALIST:** A duly licensed physician or specialist affiliated by HMO and named in the list of HMO affiliated doctors with whom HMO has made arrangements to provide the member the required services.
- H. IDENTIFICATION CARD:** The card issued by HMO 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 includes accommodations, 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 or respiration 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 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 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 Procuring Entity shall pay to the HMO an annual membership fee per Member.
- B. PAYMENT OF MEMBERSHIP FEES:** The membership fees are due on the effective date as indicated and shall be the aggregate of the membership fees for all the persons enrolled under the contract. The membership fees of Members added after 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 within thirty (30) days from the date the advice from the Procuring Entity 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 Procuring Entity, 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 Procuring Entity.

**D. INCLUSION TO MEMBERSHIP:**

1. Newly appointed Justices and newly hired employees are eligible for inclusion in this program even after the effective date of the contract. Effective date of membership under this article will be based upon the date of receipt of a letter from the Procuring Entity through the Human Resource Officer, of 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 procuring entity. Payment shall be made on or before effective date of enrollment. *(revised, integrated paragraphs 2&3)*

**ARTICLE III – GENERAL PROVISIONS**

**A. DURATION OF THE CONTRACT:** The period of the contract shall be for one (1) year beginning *from its* effective 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 employees who are 65 years old and below.
3. Atty. Danilo S. Loreda, Atty. Salvador Luy and Stella A. Macavinta
4. Membership shall also be open to retired Sandiganbayan Justices up to the age of 75 and retired Sandiganbayan employees up to age 70. However, premiums shall be personally shouldered by the said member.

**E. PLANTILLA POSITIONS:** The Approved Budget for the Contract (ABC) was determined based on **Four Hundred Forty-Seven (447) plantilla positions** including three (3) casual employees authorized by law. However, only Three Hundred Seventy Two (374) positions are filled up as of February 17, 2017 with an anticipation of additional employees during the subsistence of the contract.

- F. EFFECTIVE DATE OF MEMBERS' COVERAGE:** The coverage of a Member shall become effective on the date of the execution of the contract.
- 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 military, naval or air service.
  3. When the Member ceases to be eligible for coverage as defined in the Membership Eligibility provision.
- H.** The Health Care provider shall submit a quarterly utilization report to the Welfare Plan Officer detailing the In-Patient and Out-Patient utilization including medical reimbursements for medical purposes. The report shall be treated with utmost confidentiality and shall be considered classified information for exclusive use of the Sandiganbayan.

#### **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**

**A.1** 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, except prescribed medicines.
2. Treatment for minor injuries such as lacerations, burns, sprains and the like.
3. X-Ray, laboratory examinations, routine, diagnostic and therapeutic procedures 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.

**A.2** 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) Skeletal X-rays: Thoracic cage x-ray, x-rays of the spine (cervical, thoracic, lumbo-sacral), pelvic and upper & lower Extremities

- c) Chest x-rays
- d) Biliary Tract: Cholecystogram and Cholangiogram
- e) Digestive Tract: Plain film of the Abdomen, Barium enema, Upper GI Series, and Lower GI series
- f) 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

- A.3 Minor surgery not requiring confinement prescribed by an Affiliated Physician/Specialist.
- A.4 Laser therapy for retinal detachment and glaucoma prescribed by an Affiliated Physician/Specialist up to **MCL**.
- A.5 Physical/Occupational therapy prescribed by an Affiliated Physician/Specialist up to 12 sessions/year.
- A.6 Cauterization of warts prescribed by an Affiliated Physician/Specialist up to **Php 3,000/year**.
- A.7 Speech Therapy up to 12 sessions per year.
- A.8 Unlimited OB / Gynecologic Consultations, including pre-natal and post-natal consultations.
- A.9 HMO shall accredit Procuring Entity’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.
- A.10 Reimbursement of Out-patient medicines. The previous contracts with our Healthcare providers, provides the Annual limit per category below.

Justices	Justices’ Spouse	Retired Justices	Employees	Retired Employees
PhP100,000	PhP100,000	PhP100,000	PhP30,000	PhP10,000

Out-Patient medicines that maybe reimbursed shall include medicines prescribed by a duly licensed physician including prescribed vitamins and supplements (multivitamins, vitamin B complex, vitamin C & E) with known therapeutic indications that will help alleviate the medical condition of the member.

Purchases of vitamins & 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.

- A.11** Botox injection for non-cosmetic conditions is covered up to Php 5,000.00 per member per year. Any damage to the facial nerve due to a dental problem resulting to muscle spasm will not be covered.
- A.12** Vaccinations 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 Php 5,000.00 per member excluding the initial dose under Emergency Care provided in Article IV, Section E-1 (h)

## **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:

Complete Blood Count

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)

And 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 EMPLOYEEES Standard APE with additional Blood Chemistries shall be conducted through on-site mobile APE.

Examinations:

Taking of Medical History

Physical Examination

Complete Blood Count

Blood Chemistry which shall include the following:

- Fasting Blood Sugar
- Lipid Profile (Cholesterol, Triglycerides, HDL, LDL, VLDL)
- BUN, Creatinine,
- Blood Uric Acid
- SGPT (ALT)

**Hepatitis B Screening (HbsAg, Anti-HbsAg)**

Routine Urinalysis

Routine fecalysis including stool examination for occult blood

12-lead ECG (For members 35 years old & above or as recommended by the examining physician)

Chest X-ray

PSA (For male employees above 40 years of age)

PAP smear (For female employees above 35 years of age)

**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	1,000,000.00
	Justices’ Spouse	Open Private	1,000,000.00
	Retired Justices	Open Private	1,000,000.00
Level II	Employees	Open Private	300,000.00
	Retired Employees	Open Private	100,000.00

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 and Magnetic Resonance Imaging
  - 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	1,000,000.00
	Justices' Spouse	1,000,000.00
	Retired Justices	1,000,000.00
Level II	Employees	300,000.00
	Retired Employees	100,000.00

\*Maximum Coverage Limit shall be applicable for dreaded cases only.

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 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 **Php 5,000.00/person/year**
- h. First dose of anti-rabies, anti -venom and anti-tetanus shot.

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 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 Php 5,000.00 worth of services in the emergency room.

**F. DENTAL BENEFITS**

- 1. Annual Oral/Dental Examination
- 2. Emergency Dental Treatment
- 3. Oral Prophylaxis
- 4. Simple Tooth Extractions
- 5. Restorative and Prosthodontic Treatment Planning
- 6. Temporary Fillings-unlimited, as needed
- 7. Simple Adjustment of Dentures
- 8. Recementation of loose crowns, inlays and onlays
- 9. Dental Nutrition and Dietary Counseling
- 10. Dental Health Education
- 11. Desensitization of hypersensitive up to 2 teeth
- 12. Permanent light cure fillings for two (2) surfaces only.

**G. 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
--	--

**H. FINANCIAL ASSISTANCE**

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

1. Incumbent Justices and their spouses.
2. Enrolled employees age 65 and below
3. Atty. Danilo S. Loreda, Atty. Salvador Luy and Stella A. Macavinta
4. Retired Justices up to age 75 and retired employees up to age 70.

1. **BURIAL ASSISTANCE:** A burial assistance amounting to Php 10,000.00 shall be given to the member’s beneficiary/ies.
2. **NATURAL DEATH ASSISTANCE:** A financial assistance of Php 10,000.00 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 Php 75,000.00.
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 Php 75,000.00.

**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.

**I. OTHER BENEFITS**

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

**J. PROCEDURE ON 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**

- Any out-patient or non-emergency services are accommodated by the HMO coordinator at accredited hospital or clinic.
- 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 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 dyscrasias (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 Maximum Coverage Limit

#### **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. Custodial, domiciliary, convalescent and intermediate care. Long-term rehabilitation and Psychiatric care. Services of private or special nurse.
3. 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.
4. Functional disorders of the mind, alcoholism and drug addiction or abuse.
5. 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.
6. Cosmetic or reconstructive surgery to improve, alter, or enhance appearance except to treat a functional defect due to accidental injury within the initial confinement. Oral surgery following accidental injury to teeth for purposes of beautification.
7. Pregnancy and all diagnostic and therapeutic procedures related to pregnancy conditions.
8. Circumcision, sex transformation, diagnosis and treatment of fertility or infertility, artificial insemination, sterilization or reversal of such.
9. Experimental and Alternative medical procedures (i.e. acupuncture, chiropractic care, iridology and the like).
10. All expenses incurred in the process of organ donation and transplantation.
11. Routine physical examinations required for obtaining or continuing employment, requirement in school, insurance or government licensing.
12. Purchase or lease of durable medical equipment, oxygen dispensing equipment, corrective appliances, artificial aids, prosthetic appliances.
13. Take-home and prescribed out-patient medicines over and above the allowable reimbursement.

14. Treatment of injuries/illnesses caused directly or indirectly by engaging in any hazardous sport or activity i.e. mountain climbing, parachuting and injuries resulting from riots, strikes, and other civil disturbances. Treatment of injuries resulting from war or any combat-related activities while in military service.
15. Injuries arising from all cases of assault initiated by the member.
16. Sexually transmitted diseases except AIDS.
17. All other routine procedures for screening purposes.
18. Guillain-Barre Syndrome, multiple sclerosis, demyelinating disease, Parkinson's disease, Alzheimer's disease, Myasthenia Gravis.
19. Diagnostics for hypersensitivity and desensitization treatment.
20. Professional fees and related service fee of medico-legal officers and payment for medico-legal certificates.
21. 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. Hysteroscopic Myoma up to up to MCL
13. Chemotherapy up to MCL
14. Adult Hernias (members age over 18y/o) up to MCL
15. Cryosurgery is covered up to MCL
16. Fluorescein Angiogram up to MCL
17. Acquired (Adult) Hernia 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. 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

## **I. 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 under this 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 Five Thousand Pesos (Php 5,000.00) 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.
- G. REIMBURSEMENT OF PROFESSIONAL FEES FOR NEUROLOGISTS:** As there are no accredited neurologists under any HMO, the reimbursement for professional fees of a neurologist 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).

**H. 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 Procuring Entity 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 Procuring Entity 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.

# Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <b>Sandiganbayan</b> .
1.1(i)	The Supplier is _____.
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through the <b>Augmentation Realignment Order (ARO) No. 2013-001 (Calendar Year [CY] 2017)</b> .
1.1(k)	The Project Site is <b>Sandiganbayan Centennial Bldg., Commonwealth Ave. cor. Batasan Rd., Quezon City</b> .
2.1	No further instructions.
5.1	<p>The Procuring Entity’s address for Notices is:</p> <p><b>Sandiganbayan Ad Hoc BAC Secretariat</b> Office of the Executive Clerk of Court IV Telefax No. 951-4502/951-4587/951-4599 Ground Floor, Sandiganbayan Centennial Bldg., Commonwealth Ave. cor. Batasan Rd., Quezon City</p> <p>The Supplier’s address for Notices is: _____.</p>
6.2	<p><b>Delivery and Documents –</b></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 “The delivery terms applicable to the Contract are DDP delivered [insert place of destination]. In accordance with INCOTERMS.”</i></p> <p><i>For Goods Supplied from Within the Philippines, state “The delivery terms applicable to this Contract are delivered [insert place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. . The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <p>(i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;</p>

	<p>(ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;</p> <p>(iii) Original Supplier's factory inspection report;</p> <p>(iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;</p> <p>(v) Original and four copies of the certificate of origin (for imported Goods);</p> <p>(vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;</p> <p>(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and</p> <p>(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.</p> <p><i>For Goods supplied from abroad:</i></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:</p> <p>(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;</p> <p>(iii) Original Supplier's factory inspection report;</p> <p>(iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;</p> <p>(v) Original and four copies of the certificate of origin (for imported Goods);</p> <p>(vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;</p> <p>(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and</p> <p>(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>[insert name(s)]</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. :</p>
--	--

	<p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"><li>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li><li>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li><li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li><li>(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</li><li>(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.</li></ul> <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><b>Spare Parts –</b></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> <ul style="list-style-type: none"><li>(a) 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</li><li>(b) in the event of termination of production of the spare parts:<ul style="list-style-type: none"><li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li><li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li></ul></li></ul> <p>The spare parts required are listed in Section VI. and the cost thereof are included in the Contract Price</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of <i>[insert here the time period specified. If not used insert time period of three times the warranty period]</i>.</p> <p>Other spare parts and 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>
--	--

	<p><b>Packaging –</b></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</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>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><b>Insurance –</b></p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p> <p><b>Transportation –</b></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</p>
--	--

	<p>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 <i>force majeure</i> in accordance with <b>GCC</b> Clause 22.</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><b>Patent Rights –</b></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>
10.4	Not applicable
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
16.1	None.
17.3	One (1) year after acceptance by the Procuring Entity of the delivered Goods/Health Services.
17.4	Not applicable
21.1	In case of a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## *Section VI. Bidding Forms*

### **Notes on the Bidding Forms**

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB** Clause 15 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB** Clause 18.1.

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB** Clause 4.2. Failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.

**TABLE OF CONTENTS**

**BID FORM..... 81**

**CONTRACT AGREEMENT FORM ..... 84**

**OMNIBUS SWORN STATEMENT..... 86-88**

**BANK GUARANTEE FORM FOR ADVANCE PAYMENT ..... 89**

**BID SECURING DECLARATION FORM .....90-91**



BID FORM

Date: \_\_\_\_\_  
Invitation to Bid<sup>3</sup> N°: \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:<sup>4</sup>

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state “None”)		

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter’s behalf for the Name of Project of the Name of the Procuring Entity]* *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the*

<sup>3</sup> If ADB, JICA and WB funded projects, use IFB.  
<sup>4</sup> Applicable only if the Funding Source is the ADB, JICA or WB.

Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].

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

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

_____	_____
<i>[signature]</i>	<i>[in the capacity of]</i>

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

For Goods Offered From Abroad

Name of Bidder \_\_\_\_\_. Invitation to Bid<sup>5</sup> Number \_\_\_\_\_. Page \_\_\_\_\_ of \_\_\_\_\_.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

\_\_\_\_\_

[signature]

\_\_\_\_\_

[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

\_\_\_\_\_  
<sup>5</sup> If ADB, JICA and WB funded projects, use IFB.

For Goods Offered From Within the Philippines

Name of Bidder \_\_\_\_\_. Invitation to Bid<sup>6</sup> Number \_\_\_\_\_. Page \_\_\_\_.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

\_\_\_\_\_  
[signature]

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

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

\_\_\_\_\_  
<sup>6</sup> If ADB, JICA and WB funded projects, use IFB.

**Contract Agreement Form**

---

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *[name of PROCURING ENTITY]* of the Philippines (hereinafter called “the Entity”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier).

**Omnibus Sworn Statement**

---

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

### AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the other:**

*If a sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

*If a partnership, corporation, cooperative, or joint venture:* I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. **Select one, delete the other:**

*If a sole proprietorship:* As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *duly notarized Special Power of Attorney*;

*If a partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable);]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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

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

6. **Select one, delete the rest:**

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

\* This form will not apply for WB funded projects.

**Bank Guarantee Form for Advance Payment**

---

To:     *[name and address of PROCURING ENTITY]*  
          *[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*



**BID SECURING DECLARATION FORM**

---

**REPUBLIC OF THE PHILIPPINES)**  
**CITY OF \_\_\_\_\_) S.S.**

X-----X

**BID SECURING DECLARATION**  
**Invitation to Bid:** *[Insert Reference number]*

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

I/We<sup>7</sup>, the undersigned, declare that:

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

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER'S AUTHORIZED  
REPRESENTATIVE]  
[Insert Signatory's Legal Capacity]  
Affiant*

---

<sup>7</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

