

**Procurement of  
Health Care Service Provider  
for Bases Conversion and  
Development Authority  
(BCDA)**

CY 2022-2023

**April 2022**

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

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

# Invitation to Bid

## ***PROCUREMENT OF SERVICES OF A HEALTH CARE SERVICE PROVIDER FOR CY 2022-2023***

1. The BASES CONVERSION AND DEVELOPMENT AUTHORITY (hereinafter referred to as BCDA), through the 2022 Corporate Operating Budget intends to apply the sum of **Eight Million Seven Hundred Thirty-Eight Thousand Pesos (PhP8,738,000.00)**, inclusive of all applicable taxes and fees being the Approved Budget for the Contract (ABC) to payments under the contract for the bid of services of a Health Care Service Provider for a maximum of 257 principal members for a one (1)-year term.

Further, the contract price shall be for the actual number of BCDA employees hired within the period of the contract, without exceeding 257 principal members and the proposed premium of P34,000.00 per member.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The BCDA now invites bids for the **Procurement of Services of Health Care Service Provider for 257 principal members (as of 12 April 2022)**. The delivery of the Goods is required for one (1) year, effective on 01 August 2022 to July 31, 2023. This may be extended on a periodic month-to-month basis not to exceed an aggregate period of one (1) year. Bidders should have completed, within three (3) 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 competitive bidding procedure using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

Bidding is limited to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Prospective Bidders may obtain further information from BCDA and inspect the Bidding Documents at the address given below during business hours from **8:00 AM – 5:00 PM** and/or at the BCDA website (<https://bcda.gov.ph/bids>).

5. A complete set of Bidding Documents may be acquired by interested Bidders from the BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> St. cor. 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, starting **03 May 2022 up to 24 May 2022 from 8:00 AM to 5:00 PM** except Saturdays, Sundays and Holidays, and until **09:00 AM on 25 May 2022**, upon payment of an applicable fee for the bidding documents, pursuant to the latest Guidelines issued by the GPPB, as follows:

The cost of the bidding documents is Php10,000.00.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in cash or manager's check*.

It may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPs) and the website of BCDA ([www.bcdagov.ph](http://www.bcdagov.ph)), provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The BCDA will hold a Pre-Bid Conference on **11 May 2022 (Wednesday) at 10:00 AM** at the BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> St. cor. 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, and via video conferencing thru Google Meet/Zoom, which shall be open to prospective bidders. To be able to **join the online pre-bid conference**, a scanned written request shall be made/e-mailed to the BAC Secretariat, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City on or before **25 May 2022 (Wednesday) at 09:00 AM**.

Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **25 May 2022 (Wednesday) at 10:00 AM** at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City. Bids will be opened in the presence of the bidders' representatives who choose to attend the Bid Opening at the address mentioned in the preceding paragraph, and at the same time, via video conferencing through Google Meet/Zoom. An email invitation will be sent to bidders who purchased the bid documents.
10. The BCDA 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 IRR, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Mr. Raul G. Buensalida (BAC Secretariat), [rgbuensalida@bcda.gov.ph](mailto:rgbuensalida@bcda.gov.ph),  
(02) 575-1700

12. You may visit the website below for downloading of Bidding Documents:

<https://www.bcda.gov.ph/bids>

03 May 2022

**BIDS AND AWARDS COMMITTEE FOR GOODS**

By:

  
**JOSHUA M. BINGCANG**  
Chairperson



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

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

The Procuring Entity, BCDA wishes to receive Bids for the *Procurement of services of a Health Care Service Provider as described in the Technical Specification herein the bidding documents (hereinafter referred to as the "Goods")*, with project identification number (reference no.) of **BG2022-194**.

The Procurement Project (referred to herein as "Project") is for the Services of a Health Care Service Provider for BCDA, the details of which are described in Section VII (Technical Specifications).

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for *the Procurement of a Health Care Service Provider* in the amount of ***Eight Million Seven Hundred Thirty-Eight Thousand Pesos (PhP8,738,000.00)*** for one (1) year, inclusive of government taxes and fees.

2.2. The source of funding is the 2022 Corporate Operating Budget.

### **3. Bidding Requirements**

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

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

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

#### **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

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

#### **5. Eligible Bidders**

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

5.2. If applicable,

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

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

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

If applicable:

a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements, if and when applicable:
  - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
  - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

## 6. Origin of Goods

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

## 7. Subcontracts

7.1. The Procuring Entity has prescribed that subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **May 11, 2022 at 10:00 AM** at the **BCDA Corporate Center, 2<sup>nd</sup> Floor, Bonifacio Technology Center 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio Global City Taguig City** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within three (3) years from April 2019 to April 2022 prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**

### **13. Bid and Payment Currencies**

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

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and Bid Security shall be valid until one hundred twenty (120) calendar days from its issuance. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 15. Sealing and Marking of Bids

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

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

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

## 16. Deadline for Submission of Bids

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

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<sup>1</sup>

## 17. Opening and Preliminary Examination of Bids

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

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

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



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

ITB Clause	
5.3.	<p>The Bidder must have completed, within the last three (3) years from the date of submission and receipt of bids:</p> <p>- a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC</p> <p style="text-align: center;"><b>or</b></p> <p>- at least two (2) similar completed contracts with the aggregate amount equivalent to at least fifty percent (50%) of the ABC and the largest of these similar contracts must be equivalent to at least half of the percentage (25%) of the ABC.</p> <p><b>For this purpose, similar contracts shall refer to contracts involving supply of Health Care Services/HMO Services.</b></p>
7.1	Subcontracting is not allowed.
8	The Procuring Entity will hold a pre-bid conference for this Project on <b><u>11 May 2022, 10:00 a.m.</u></b> at the BCDA Corporate Center, 2 <sup>nd</sup> Floor, Bonifacio Technology Center, 31 <sup>st</sup> St. corner 2 <sup>nd</sup> Ave., Bonifacio Global City, Taguig City.
9	<p>The Procuring Entity's address is:</p> <p>BCDA Corporate Center</p> <p>2<sup>nd</sup> Floor, Bonifacio Technology Center</p> <p>31<sup>st</sup> St. corner 2<sup>nd</sup> Ave., Bonifacio Global City, Taguig City</p>
10.1	<p>Please refer to <b>Section VII. Technical Specifications</b> for complete list of eligibility and technical requirements.</p> <p><b>Additional eligibility documents:</b></p> <p style="padding-left: 40px;">Clearance to Operate as an HMO from the Bureau of Health Facilities and Services of the Department of Health (DOH) and/or License to operate issued by the Insurance Commission (IC), in the case of insurance companies.</p>

	List of accredited hospitals and clinics, with corresponding list of accredited doctors.
10.2	The bidder's SLCC similar to the contract to be bid should have been completed within the last three (3) years prior to the deadline for the submission and receipt of bids.
12	The ABC is <b>EIGHT MILLION SEVEN HUNDRED THIRTY-EIGHT THOUSAND PESOS (Php8,738,000.00)</b> for 257 principal members (as of 12 April 2022) or Php 34,000.00 per principal member. Any bid with a financial component exceeding this amount shall not be accepted.
13.2	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  1. The amount of not less than Php 174,760 (2% of ABC) if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or  2. The amount of not less than Php 436,900 (5% of ABC) if bid security is in Surety Bond.
14.2	The bid security shall be valid for one hundred twenty (120) days from bid submission.
15	Each Bidder shall submit one (1) original and one (1) copy of the first and second components of its bid.
16.1	The address for submission of bids is:  Central Receiving and Releasing Area (CRRRA)  Bases Conversion and Development Authority  BCDA Corporate Center  2 <sup>nd</sup> Floor, Bonifacio Technology Center  31 <sup>st</sup> St. corner 2 <sup>nd</sup> Ave., Bonifacio Global City, Taguig City

	The deadline for submission of bids is <b><i>25 May 2022 at 9:00 a.m.</i></b>
17.1	The place of bid opening is BCDA Corporate Center, 2 <sup>nd</sup> Floor, Bonifacio Technology Center, 31 <sup>st</sup> St. corner 2 <sup>nd</sup> Ave., Bonifacio Global City, Taguig City.  The date and time of bid opening is <b><u><i>25 May 2022 at 10:00 a.m.</i></u></b>
19.3	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.
20.2	BCDA reserves the right to inquire or secure a certification or any form of document from the bidders' clients attesting whether the bidder has rendered a satisfactory or non-satisfactory performance of their contracts.

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

#### **4. Inspection and Tests**

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

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

#### **5. Warranty**

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

#### **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

GCC Clause	
1	<p>a. Terms of Reference (TOR) attached as Annex A</p> <p>b. Draft Contract attached as Annex C</p> <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>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is</p> <p>PATRICK ROEHL C. FRANCISCO</p> <p>Vice President</p> <p>Human Resource Management Division</p> <p>Bases Conversion and Development Authority</p> <p><b>Incidental Services - Not Applicable</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>(a) performance or supervision of on-site assembly and/or startup of the supplied Goods;</p> <p>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p>

- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (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.

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.

**Insurance - (Not Applicable)**

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.

**Transportation - (Not Applicable)**

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.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered *force majeure*.

	<p>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 – (Not Applicable)</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>
2.3	Maintain the GCC Clause
3.4	No further instructions
4.1	None
5.2	The period for correction of defects in the warranty period is one (1) year.
6	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



## ***Section VI. Schedule of Requirements***

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Health Care Services	257 (as of 12 April 2022)		One (1) year (01 August 2022 to 31 July 2023)

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

<b>Item</b>	<b>Specification</b>	<b>Statement of Compliance (Comply/Not Comply)</b>
<b>Membership Eligibility for Principal</b>	All BCDA employees occupying plantilla positions (married couples who are both employees of BCDA shall each be considered as principal members)	
	The number of employees/principal members may increase or decrease at the discretion of BCDA depending on the manpower complement of BCDA.	
	BCDA reserves the right to include or delete Planholders upon notification to the Health Care Service Provider.	
<b>Membership Eligibility for Dependents</b>	The lawful spouse;	
	All eligible (legitimate, illegitimate or adopted) children and stepchildren of the principal, from fifteen (15) days old to twenty-one (21) years old if employed, or up to twenty-five (25) years old if unemployed ;	
	Both parents below (65) years old, if the employee is single or a widow/er with no children;	
	All siblings from fifteen (15) days old to twenty one (21) years old, if the employee is single or a widow/er with no children;	
<b>Number of Dependents</b>	The number of dependents shall in no way depend on the number of principal members.	
<b>Maximum Coverage Benefit for Principal Members</b>	P360,000/illness/year	

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<b>Options for Dependent Members</b>	<ul style="list-style-type: none"> <li>• P360,000.00/illness/year</li> </ul>	
	<ul style="list-style-type: none"> <li>• P300,000.00/illness/year</li> </ul>	
	<ul style="list-style-type: none"> <li>• P250,000.00/illness/year</li> </ul>	
	<ul style="list-style-type: none"> <li>• P200,000.00/illness/year</li> </ul>	
	<ul style="list-style-type: none"> <li>• P125,000.00/illness/year</li> </ul>	
	<ul style="list-style-type: none"> <li>• Principal member may opt to choose different membership plan/package (Open Private and Semi-Private) and Maximum Coverage Benefit for each of his/her dependents.</li> </ul>	
	<p>The premium for the dependents shall not exceed the limit for the different plan options as indicated below:</p> <ul style="list-style-type: none"> <li>• P360K/illness/yr - the premium of the principal member</li> <li>• P300K/illness/yr - 80% of the premium of the principal member</li> <li>• P250K/illness/yr - 70% of the premium of the principal member</li> <li>• P200K/illness/yr - 60% of the premium of the principal member</li> <li>• P125K/illness/yr - 50% of the premium of the principal member</li> </ul>	
<b>Out-Patient Benefit</b>	Any reasonable number of consultations, during regular clinic hours	
	Eye, ear, nose and throat (EENT) care	
	Treatment for minor injuries such as lacerations, mild burns, sprains & strains, fractures, etc., excluding the cost of medicines	
	X-rays, laboratory examinations and diagnostic procedures prescribed by the Hospital Coordinators and accredited specialists;	

	Referrals to affiliated specialists;	
	Minor surgical procedures not requiring confinement	
	Total of fourteen (14) pre & postnatal consultations excluding laboratory work-ups	
	Approval for out- patient procedures and diagnostics shall have no limit and shall be covered up to the Maximum Benefit Limit	

<b>Preventive Healthcare</b>	Immunization, excluding the cost of vaccines	
	Medical management of health problems	
	Health education and counseling on diets and exercises	
	Family planning counseling	
	Record keeping of medical history	
	Annual Physical Examination (APE) at any accredited HMO clinics within the first quarter of the effectivity date	
	The APE shall include the following:	
	a) Physical Examination	
	b) Chest Xray	
	c) Medical History	
	d) Eye Refraction	
e) Stool Examination (Fecalalysis)		

	f) Urine Examination (Urinalysis)	
	g) Complete Blood Count (CBC)	
	h) Electrocardiogram (ECG) for planholders above twenty-one (21) years old;	
	i) Blood chemistry consisting of FBS, Creatinine, Lipid Profile and SGPT for planholders thirty-five (35) years old and above	
	j) Pap Smear for females thirty-five (35) years of age or older; or if medically indicated and prescribed by accredited HMO health professional	
	In areas where there is no accredited clinic, planholder can reimburse the actual cost of the APE	
	Ambulatory laboratory services- a medical technologist shall visit the office on a quarterly basis for blood exams as recommended by an accredited physician	

<b>In- Patient Care</b>	Room and Board	
	Open Private (for Principal members)	
	Option to choose between Private and Semi-private (for Dependents)	
	Use of Operating and Recovery Rooms	
	Medical procedures	
	a) 24 Hour Holter Monitoring	
	b) 2D Echo with Doppler	
	c) Angiography	

<b>In- Patient Care</b>	d) Arthroscopic Knee Surgery Procedure/ Arthroscopic Procedure/ Orthopedic Surgery	
	e) Benign Prostatic Hypertrophy Treatment	
	f) Bone Mineral Density/ Densitometry Scan (Dexascan)	
	g) Brachytherapy	
	h) Cataract Surgery <i>excluding cost of lens</i>	
	i) Chemotherapy/Radiotherapy	
	j) Cryosurgery	
	k) CT Scan	
	l) EEG Electroencephalography	
	m) Electromyography, Nerve Conduction Velocity Studies	
	n) Endoscopy including one video	
	o) Eye Laser Therapy (for cataract extraction, retinal detachment and glaucoma, <i>except for correction of error of refraction such as myopia, astigmatism &amp; hyperopia</i> )	
	p) Fluorescein Angiogram	
	q) Gamma Knife Surgery	
	r) Herniorraphy <i>acquired cases</i>	
	s) Hysteroscopic myoma resection/ procedures	
	t) Hysteroscopically Guided D&C	
	u) Laparoscopic Procedures	

v) Laser Tonsillectomy	
w) Lithotripsy (ESWL)	
x) Mammography & Sonomammogram	
y) M-Mode Echocardiogram	
z) MRI	
aa) Myelogram	
bb) Nuclear Radioactive Isotope Scan	
cc) Open Heart Surgery <i>including Angioplasty</i>	
dd) Organ transplants except donors expenses	
ee) Orthopedic Surgery	
ff) Out-patient Chemotherapy	
gg) Out-Patient Dialysis <i>renal or peritoneal</i>	
hh) Out-Patient Physical/ Speech Therapy	
ii) Percutaneous ultrasonic nephrolithotomy	
jj) Positron Emission Tomography (PET Scan)	
kk) Pulmonary Perfusion Scan	
ll) Pyrophosphate Scintigraphy	
mm) Sclerotherapy	
nn) Sleep Study unless directly related to an organic illness	

	oo) Stereotactic Brain Biopsy	
	pp) Stereotactic Radiosurgery	
	qq) Thallium Scintigraphy	
	rr) Trans urethral Microwave Therapy	
	ss) Ultrasound <i>except pregnancy related</i>	
	tt) Ventilation & Perfusion Lung Scan	
	uu) Visual Perimetry	
	vv) Latest modalities of treatment or new medical technologies up to MCB	

<b>In-Patient Care</b>	Professional Fees for:	
	a) Attending Physicians	
	b) Anesthesiologists	
	c) Surgeons	
	d) Specialists, when necessary	
	Drugs, medicines and injectables; inhalation therapy	
	Blood transfusions, including human blood products (except gamma globulin), and intravenous fluids	
	X-rays, laboratory examinations, and diagnostics test ordered by the Health Care Attending Physicians	
	Dressing, casts (except fiberglass supplies), and sutures	
	Sports-related injuries incurred during officially-sanctioned sports activities shall be covered up to the Maximum Coverage Benefit (MCB). Injuries of the same	



	nature incurred during unofficial sports activities shall be covered up to Thirty Thousand Pesos (P30,000.00)	
	Admission kit shall be covered	
	All illnesses or conditions, whether work-related or not, of all planholders (whether principal member or dependent), covered up to Maximum Coverage Benefit	
	Congenital illnesses/conditions and developmental pediatric disorders of all employees covered up to a maximum of Sixty Thousand Pesos (P60,000.00)	
	AIDS secondary to accidental blood transfusion or needle injection shall be covered by the health care service provider	
	Slipped disc, spondylosis, spinal stenosis and scoliosis shall be covered up to the Maximum Coverage Benefit	
	Cauterization of Warts including Facial area shall be covered up to the Maximum Coverage Benefit with no limit per visit. Genital warts caused by Sexually Transmitted Disease (STD) shall not be covered;	
	Allergy Testing shall be covered up to Ten Thousand Pesos (P10,00.00)/year and Tuberculin Test covered up to One Thousand Pesos (P1,000.00)/year when prescribed and not to be done during Annual Physical Examination	

<b>In-Patient Care</b>	Pre-existing illness/conditions of principal members at the start of membership shall be covered up to the Maximum Coverage Benefit	
	Pre-existing illness/conditions of dependent members who were enrolled with BCDA's previous health care service provider shall also be covered up to the Maximum Coverage Benefit	
	For newly enrolled dependent members, pre-existing coverage is up to Thirty Thousand Pesos only (P30,000.00) during the first three (3) months; after the three (3) month period, pre-existing coverage shall be up to the Maximum Coverage Benefit;	

	Reimbursement of the Professional fee of Neurologist shall be 75% of the actual cost	
	All other items deemed necessary by the attending physician for the medical management of the patient	

<b>COVID-19 Cases</b>	Suspect, probable, and confirmed COVID-19 cases shall be covered in accordance with the following guidelines:	
	<b>COVERAGE FOR EMERGENCY AVAILMENT</b>	
	<ul style="list-style-type: none"> <li>Members who require immediate medical attention requiring the use of the emergency room <b>SHALL BE COVERED</b>, including medically-indicated procedures and laboratory diagnostics.</li> </ul>	
	<ul style="list-style-type: none"> <li>Availment in non-accredited facilities shall be subject to reimbursement</li> </ul>	
	<b>COVERAGE FOR OUT-PATIENT DIAGNOSTICS</b> Outpatient rRT-PCR test and Antigen Test used as a screening test are <b>NOT COVERED</b> . However, it shall cover recommended COVID-19 tests based on the following criteria:	
	<ul style="list-style-type: none"> <li>Recommended by an Infectious Disease Specialist and Pulmonologist (IM-Pulmo) <b>shall be covered</b> outright or thru reimbursement whether symptomatic or asymptomatic case</li> </ul>	
	<b>COVID-19 Cases</b>	<ul style="list-style-type: none"> <li>Recommended by ER Physician on duty during ER Availment at the Emergency Room (ER) of an accredited facility <b>shall be covered</b> outright while for non-accredited facilities is thru reimbursement on which both are subject to the following conditions: <ul style="list-style-type: none"> <li>Recommended by any emergency physician on duty</li> <li>Member/patient is <b>symptomatic</b> (symptomatic means at least 3 symptoms present such as but not limited to fever, cough, runny nose, difficulty in breathing, sore throat, body pain and malaise).</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>Recommended by General Practitioner, Company Physicians, Family Medicine, Internal Medicine and other specialists during out-patient availment whether the member is symptomatic or asymptomatic case shall be covered thru reimbursement if with positive results.</li> </ul>	
	<ul style="list-style-type: none"> <li>No outright coverage for on-site testing, drive-through and home service.</li> </ul>	
	<ul style="list-style-type: none"> <li>Antigen test with maximum coverage of P1500/test.</li> </ul>	
	<ul style="list-style-type: none"> <li>COVID-19 diagnostic tests for <b>symptomatic</b> patients who are in <b>close contact</b> with a confirmed or probable COVID 19 case <b>shall be covered if</b>: <ul style="list-style-type: none"> <li>Recommended by an Infectious Disease Specialist and Pulmonologist (IM-Pulmo) <b>shall be covered</b> outright or thru reimbursement</li> <li>Recommended by any emergency physician on duty</li> <li>Member/patient is <b>symptomatic</b> (symptomatic means at least 3 symptoms present such as but not limited to fever, cough, runny nose, difficulty in breathing, sore throat, body pain and malaise).</li> </ul> </li> </ul>	
	<ul style="list-style-type: none"> <li>Re-testing or re-swabbing to check recovery shall not be covered. Per DOH Guidelines, repeat rRT-PCR testing for confirmed COVID-19 cases to document recovery is no longer required for patients with asymptomatic, mild and moderate cases.</li> </ul>	
	<ul style="list-style-type: none"> <li>In the event that the member tested both with rRT-PCR and Antigen test, the following shall apply: <ul style="list-style-type: none"> <li>No further testing is required if the member is tested with rRT-PCR</li> <li>For the antigen test, a negative test should be confirmed with rRt-PCR while a positive result is a confirmed case and no need to undergo additional testing. Further testing with rRT-PCR shall not be covered.</li> </ul> </li> </ul>	
	<p><b>COVERAGE FOR IN-PATIENT/HOSPITAL CONFINEMENT</b></p>	
	<ul style="list-style-type: none"> <li>Confinement in an <b>accredited</b> hospital <b>shall be covered</b> up to the maximum benefit limit</li> </ul>	

	<ul style="list-style-type: none"> <li>• Confinement in government-owned healthcare institutions or in non-accredited medical facilities shall be covered thru reimbursement based on provisions stipulated in the contract under confinement in non-accredited hospitals</li> </ul>	
	<ul style="list-style-type: none"> <li>• Coverage to include necessary laboratory tests, medications, doctor/s professional fees, isolation and ICU room are likewise covered</li> </ul>	
	<ul style="list-style-type: none"> <li>• All members are required to file Philhealth. Coverage shall only take place after Philhealth coverage</li> </ul>	
	<ul style="list-style-type: none"> <li>• Full coverage for home care of COVID+ patients who need medical care but are denied admission in an accredited hospital due to unavailability of room/bed</li> </ul>	
	<ul style="list-style-type: none"> <li>• Elective surgical procedures are feasible and necessary, the following conditions apply: <ul style="list-style-type: none"> <li>○ In asymptomatic patients, a PCR-Test for pre-op screening shall not be covered. In the event that the test turns out positive, Philhealth coverage shall apply first and the difference shall be reimbursable.</li> <li>○ In symptomatic cases, a PCR test required by an Infectious Disease specialist SHALL BE COVERED.</li> </ul> </li> </ul>	
	<ul style="list-style-type: none"> <li>• Suspect, Probable and Confirmed COVID+ cases required to be isolated by the attending physician SHALL BE COVERED. Charges in room-rate difference and applicable incremental/surcharges shall be covered.</li> </ul>	
	<p style="text-align: center;"><b>COVERAGE FOR PPE</b></p> <p>Charges pertaining to the use of Personal Protective Equipment (PPE) amongst healthcare personnel and members utilized in the ER, outpatient and confinement shall not be covered.</p>	
	<p><b>COVERAGE FOR COVID-19 VACCINES ADVERSE EFFECTS</b></p> <p>Serious Adverse Effects (SAE) is classified as “vaccine product-related reaction” or “vaccine quality defect-related reaction”, arising from the use of COVID-19 vaccine. Inoculated members with SAE shall have the following coverage:</p>	

	<ul style="list-style-type: none"> <li>ER and outpatient up to a maximum of Five Thousand Pesos (Php 5,000)</li> </ul>	
	<ul style="list-style-type: none"> <li>Confinement/Inpatient coverage: <ul style="list-style-type: none"> <li>Vaccines administered thru Government Initiative or from the LGU- integrated with PHIC, shall cover up to a maximum of fifty thousand pesos (Php 50,000) or 50% of member's MBL or remaining balance for COVID-19, whichever is lower.</li> <li>Procurement and administration of COVID-19 vaccines by the Private Sector- integrated with PHIC, will cover up to MBL or balance remaining for COVID-19</li> </ul> </li> </ul>	
	<b>PHILHEALTH COVERAGE</b>	
	<ul style="list-style-type: none"> <li>Members are REQUIRED TO FILE PHILHEALTH (PHIC) most especially during confinement and outpatient services compensable by PHIC.</li> </ul>	
	<ul style="list-style-type: none"> <li>For COVID+ patients, who are admitted, PhilHealth coverage for pneumonia case rates based on severity will apply.</li> </ul>	
	<ul style="list-style-type: none"> <li>In cases wherein a suspect's admission turns out to be negative for COVID, but is with another PhilHealth compensable diagnosis, RUV and/or other case rates as appropriate may apply.</li> </ul>	

<b>Emergency Benefit</b>	Emergency Room Treatment	
	<ul style="list-style-type: none"> <li>professional fees</li> </ul>	
	<ul style="list-style-type: none"> <li>medications used for immediate relief of symptoms</li> </ul>	
	<ul style="list-style-type: none"> <li>nebulization</li> </ul>	
	<ul style="list-style-type: none"> <li>dressings</li> </ul>	
	<ul style="list-style-type: none"> <li>sutures for wounds</li> </ul>	

<b>Emergency Benefit</b>	<ul style="list-style-type: none"> <li>• cast (<i>except fiberglass supplies</i>)</li> </ul>	
	<ul style="list-style-type: none"> <li>• first dose of anti-tetanus serum (ATS)</li> </ul>	
	<ul style="list-style-type: none"> <li>• administration of anti-tetanus vaccine (inclusive of cost of vaccine, professional fees and other related materials and fees)</li> </ul>	
	<ul style="list-style-type: none"> <li>• first dose and administration of anti-rabies (inclusive of cost of vaccine, professional fees and other related materials and fees) for all planholders. Succeeding treatment and vaccination required shall be covered up to the maximum amount of Php5,000.00 per treatment/dose</li> </ul>	
	<ul style="list-style-type: none"> <li>• diagnostic examinations</li> </ul>	
	<ul style="list-style-type: none"> <li>• other medical services related to the emergency management of the treated planholder: 100% actual charges for covered items only</li> </ul>	
	Emergency Care in Accredited Hospital full coverage	
	Emergency Care in Non-Accredited Hospital reimbursable at actual cost up to MCB	
	Official Business Trip Abroad - Cover the Planholder's emergency case expenses during official business trip abroad of employees, based on the schedule of emergency case in non-accredited hospitals up to the Maximum Benefit Coverage.	
	Areas where there are no Accredited Specialist at the Accredited Hospitals - In areas with no Accredited Specialist at the Accredited Hospital, for reasons outside the control of the Health Care Service Provider, such as when there is no specialist to accredit, Health Care Service Provider shall cover 100% of the treated members hospital bills and reimburse the professional fees based on the members Plan and Relative Value Unit (RVU), subject to the Maximum Coverage Benefit.	
Areas without Accredited Hospital - In areas with no accredited hospitals/facilities, Health Care Service Provider will reimburse the member 100% of the cost of the health services availed of, based on the member's existing Plan, up to the Maximum Coverage Benefit.		

<b>Network Access</b>	All members are entitled to choose, at their own convenience, any Accredited Hospital where they want to be treated and wherein they may consult with any Coordinators in said Hospital to include the following hospitals:	
	<ul style="list-style-type: none"> <li>• Makati Medical Center (MMC)</li> </ul>	
	<ul style="list-style-type: none"> <li>• St. Luke's Medical Center (SLMC-Quezon City)</li> </ul>	
	<ul style="list-style-type: none"> <li>• The Medical City</li> </ul>	
	<ul style="list-style-type: none"> <li>• Cardinal Santos Medical Center (CSMC)</li> </ul>	
	<ul style="list-style-type: none"> <li>• Asian Hospital Medical Center (AHMC)</li> </ul>	
	<ul style="list-style-type: none"> <li>• St. Luke's Medical Center-Global City (SLMC-Global City)</li> </ul>	
<b>Medico-legal Cases</b>	All medical utilization whether, in-patient or out-patient, classified as medico-legal in nature shall be for reimbursement, subject to the complete submission of duly accomplished requisite documents for the said case.	
<b>Ambulance Service</b>	Coverage of cost of Ambulance Service by land based on the limits stipulated below per conduction:	
	<b>HOSPITAL</b>	
	<ul style="list-style-type: none"> <li>• Accredited to Accredited (within 125 km radius from Metro Manila) - Unlimited</li> </ul>	
	<ul style="list-style-type: none"> <li>• Accredited to Accredited (beyond 125 km radius from Metro Manila) - P10,000.00 per conduction</li> </ul>	

	<ul style="list-style-type: none"> <li>• Non-Accredited to Accredited (within 125 km radius from Metro Manila) – Unlimited</li> </ul>	
	<ul style="list-style-type: none"> <li>• Non-Accredited to Accredited (beyond 125 km radius from Metro Manila) – P10,000.00 per conduction</li> </ul>	

<b>Dental Care</b>	Any number of consultations with an accredited dentist	
	Treatment of dental related pain excluding cost of prescribed medicines	
	Simple tooth extractions, except surgery for impactions	
	Gum treatment excluding the cost of prescribed medicines	
	Recementation of jacket crown, inlays and onlays	
	Treatment of lesions, wounds and burns	
	Unlimited temporary fillings	
	Annual dental examination	
	Adjustment of dentures	
	Relief and/or prescription for acute dental pain	
	Emergency desensitization of hypersensitive teeth	
	Orthodontic consultation	
	Aesthetic dental consultation	
	Permanent fillings (light cure only) covered up to four (4) surfaces per year	
	Twice (2x) a year oral Prophylaxis	



<b>Financial Assistance</b>	Financial assistance of Fifty Thousand Pesos (P50,000.00) in case of natural or accidental death of a principal member.	
<b>Unavailability of Room Covered</b>	If upon admission in an emergency situation, there is no room available conforming to the limitations and restrictions of a member's plan except Suite Room, the Health Care Service Provider shall upgrade to the next higher room during emergency cases covered until the room according to their plan becomes available.	
<b>Point of Service</b>	In non-emergency cases in an accredited hospital, reimbursement of the professional fee of a non-accredited physician shall be 100% of the rate of the Health Care Service Provider for outpatient or in-patient cases while medical and laboratory tests prescribed by the non-accredited physician are automatically covered. In a non-accredited hospital, professional fees, medical procedures and laboratory tests are reimbursable at 100% of the rate of the Health Care Service Provider.	

<b>Special Concession</b>	Upon signing of the Contract, the Health Care Service Provider shall authorize BCDA Company Physician to issue request and Letter of Authorization (LOA) for laboratory procedures (such as but not limited to Urinalysis, Fecalalysis, Chest X-ray, Complete Blood Count and Blood Chemistry) and issue referral slip to any Accredited Specialist at any to any Accredited Hospital.	
<b>Designation of Liaison Officer</b>	The Health Care Service Provider shall designate a liaison officer who shall be available at all times to assist the BCDA planholders when the need arises	
<b>Extension of Coverage</b>	All members who will be disqualified due to age eligibility or change of principal planholder's civil status within the contract period will not be removed	

	from the program and shall be allowed to use card and avail his benefits until expiry of contract.	
<b>Experience Refund</b>	Should the BCDA show cost effective utilization performance for the contract year, Health Care Service Provider agrees to pay a refund, which will be credited to the renewal billing. It will be computed on the third (3rd) month after the expiry of the contract (15th month). If the contract is renewed, refund shall be credited to the renewal billing, and if not, it shall be paid to BCDA. Refund will be based on the following computation: Experience Refund = [(Annual Membership Fees x 30%) less (Actual Utilization of Benefits + IBNR)] x 50%	

<b>Utilization Report</b>	The Health Care Service Provider shall provide a detailed annual utilization data, based on the required fields including the name of member and patient.	
	The Health Care Service Provider shall submit to BCDA a quarterly report on utilization within one (1) month after each quarter.	

<b>Pre-existing Coverage</b>	Pre-existing illness/conditions of principal members at the start of membership shall be covered up to Maximum Coverage Benefit.	
	Pre-existing illness/conditions of dependents enrolled with the previous health care service provider shall also be covered up to Maximum Coverage Benefit.	
	For newly enrolled dependent members, pre-existing coverage is up to Thirty Thousand Pesos only (P30,000.00) during the first three (3) months; after the three (3) month period, pre-existing coverage shall be up to the Maximum Coverage Benefit;	
<b>Membership Card</b>	Free replacement of planholder's membership card once during the contract period in case of loss or damage	

	The membership card of an employee should bear the name of his/her specific agency in which he/she belongs, i.e. Bases Conversion and Development Authority or the name of the BCDA subsidiary in the event of its inclusion.	
	The membership card shall be made available to all members within ten (10) working days upon enrollment.	
<b>Membership Inclusion and Cancellation</b>	Should the Agreement or any Membership covered thereby be pre-terminated, the Planholder shall be entitled to a refund of their Membership Fees in accordance with the following schedule:	
	If Agreement/Membership has been in force for:	
	<ul style="list-style-type: none"> <li>• Not more than one month - 80%</li> </ul>	
	<ul style="list-style-type: none"> <li>• More than 1 month but less than 2 months - 70%</li> </ul>	
	<ul style="list-style-type: none"> <li>• More than 2 months but less than 3 months - 60%</li> </ul>	

<b>Membership Inclusion and Cancellation</b>	<ul style="list-style-type: none"> <li>• More than 3 months but less than 4 months - 50%</li> </ul>	
	<ul style="list-style-type: none"> <li>• More than 4 months but less than 5 months - 40%</li> </ul>	
	<ul style="list-style-type: none"> <li>• More than 5 months but less than 6 months - 30%</li> </ul>	
	<ul style="list-style-type: none"> <li>• Six months or more - No refund</li> </ul>	
<b>Claims Procedure</b>	All claims for reimbursement must be submitted or forwarded to the Head Office within sixty (60) calendar days from the expiration of contract	
<b>Performance Appraisal</b>	Performance of the Health Care Service Provider shall be subject to an appraisal system to be administered bi-annually. Based on the assessment, BCDA may	

	pre-terminate the contract for failure by the Health Care Service Provider to perform its obligations, in line with the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board (GPPB Resolution No. 018-2004 dated December 2004).	
<b>Immediate Coverage</b>	The winning Health Care Service Provider shall commit to provide immediate coverage starting August 1, 2022 or in the date indicated in the Notice to Proceed (NTP) pending finalization and execution of the contract.	

**Bidder/Bidder’s Authorized Representative:**

\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Principal Bidder / Supplier

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

## **Checklist of Technical and Financial Documents**

### **TECHNICAL COMPONENT ENVELOPE**

#### ***Class "A" Documents***

##### Legal Documents

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

##### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

##### Financial Documents

- (g) The Supplier's audited financial statements for 2020 or 2021, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions
- (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);  
or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

- (i) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  
**or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- (j) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (k) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

# Annex "A"

## TERMS OF REFERENCE (TOR)

### PROJECT: BIDDING OF HEALTH CARE SERVICE PROVIDER FOR BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)

#### I. General Objectives

The Bases Conversion and Development Authority seeks to acquire the services of a Health Care Service Provider by selecting the **Lowest Calculated Responsive Bid**. BCDA, through the Health Care Service Provider, aims to: 1) provide efficient and appropriate health care services to its employees and their qualified dependents, and 2) provide the following services to all planholders with a maximum coverage benefit of P360,000.00/illness/year, exclusive of Philhealth benefits: a) Outpatient care; b) Preventive healthcare; c) In-patient care; d) Emergency cases; e) Network Access; f) Medico-legal cases; g) Ambulance Service; h) Dental Benefit; i) Financial Assistance; j) Special Concession; k) Extension of Coverage; and l) Pre-existing conditions coverage.

#### II. Duration of Contract

The Contract shall be for a period of one (1) year, effective **August 1, 2022 to July 31, 2023**, both for principal members and dependents, unless otherwise terminated pursuant to causes stated in the contract.

BCDA may opt to extend the Contract on a periodic **month-to-month basis not to exceed an aggregate period of one (1) year**, upon terms and conditions mutually acceptable to the parties concerned, in accordance with the Revised Guidelines on the Extension of Contracts for General Support Services issued by the Government Procurement Policy Board (GPPB Resolution No. 023-2007 dated 28 September 2007).

#### III. Approved Budget for the Contract

The Approved Budget for the Contract (ABC) is **EIGHT MILLION SEVEN HUNDRED THIRTY-EIGHT THOUSAND PESOS (Php 8,738,000.00)** or (P34,000.00 x 257 approved plantilla positions as of 12 April 2022). However, the contract price shall be computed based on the actual number of plantilla employees of BCDA within the contract duration. Provided that the premium per Principal Member as defined in Section IV.A shall not exceed the rate of the bid price per unit.

All bid prices (per principal member) for the duration of the contract shall be fixed. The number of principal members/planholders may increase or decrease at the discretion of BCDA depending on BCDA's requirements.

The above ABC is computed based on the number of principal members only. Premium rates for the Dependent Members shall be discussed only after the declaration of the Lowest Calculated Responsive Bid (LCRB) and issuance of Notice of Award. The proposed premium for the highest option for Dependent Members shall not exceed the proposed premium for Principal Members.

#### **IV. Membership Eligibility for Health Care Coverage**

The following persons shall be eligible for health care coverage of the Health Care Service Provider:

##### **A. Principal Members**

All BCDA employees occupying plantilla positions (married couples who are both employees of BCDA shall each be considered as principal members).

##### **B. Dependents of the above-mentioned principal members, namely:**

1. The lawful spouse;
2. All eligible (legitimate, illegitimate or adopted) children and stepchildren of the principal, from fifteen (15) days old to twenty-one (21) years old if employed, or up to twenty-five (25) years old if unemployed ;
3. Both parents below (65) years old, if the employee is single or a widow/er with no children;
4. All siblings from fifteen (15) days old to twenty one (21) years old, if the employee is single or a widow/er with no children;

The number of dependents shall in no way depend on the number of principal members.

#### **V. Health Care Coverage and Benefits Required under the Contract**

The Health Care Service Provider shall offer a health care package within the ABC/price per principal member which shall include the following benefits:

##### **A. Maximum Coverage Benefit**

1. Maximum Coverage Benefit of at least P360,000.00/illness/year, exclusive of Philhealth benefits, for Principal Members
2. Plan options for Dependent Members shall have Maximum Coverage Benefit, exclusive of Philhealth benefits, of at least:
  - P360,000.00/illness/year
  - P300,000.00/illness/year
  - P250,000.00/illness/year
  - P200,000.00/illness/year
  - P125,000.00/illness/year



Principal member may opt to choose a different membership plan/package (Open Private and Semi-Private) and Maximum Coverage Benefit for each of his/her dependents.

The premium for the dependents shall not exceed the limit for the different plan options as indicated below:

- P360K/illness/yr - the premium of the principal member
- P300K/illness/yr - 80% of the premium of the principal member
- P250K/illness/yr - 70% of the premium of the principal member
- P200K/illness/yr - 60% of the premium of the principal member
- P125K/illness/yr - 50% of the premium of the principal member

#### B. Out-Patient Benefit

1. Any reasonable number of consultations, during regular clinic hours. Expenses for prescribed medicines, nebulization kit and nebulizers used in nebulization, are not covered and shall be for the sole account of the Planholder;
2. Eye, ear, nose and throat (EENT) care;
3. Treatment for minor injuries such as lacerations, mild burns, sprains, strains, fractures, etc., excluding the cost of medicines;
4. X-rays, laboratory examinations and diagnostic procedures prescribed by the Hospital Coordinators and accredited specialists;
5. Referrals to affiliated specialists;
6. Minor surgical procedures not requiring confinement; and
7. Total of fourteen (14) pre & postnatal consultations excluding laboratory work-ups.

Approval for out-patient procedures and diagnostics shall have no limit and shall be covered up to the Maximum Benefit Limit.

#### C. Preventive Healthcare

1. Immunization, excluding the cost of vaccines;
2. Medical management of health problems;
3. Health education and counseling on diets and exercises;
4. Family planning counseling;
5. Record keeping of medical history;
6. Annual Physical Examination (APE) for all principal members and dependents can be availed at any accredited HMO clinics within the first quarter of the effectivity date. The APE shall include the following:
  - a. Physical Examination;
  - b. Chest X-ray;
  - c. Medical History;
  - d. Eye Refraction;

- e. Stool Examination (Fecalalysis);
- f. Urine Examination (Urinalysis);
- g. Complete Blood Count (CBC);
- h. Electrocardiogram (ECG) for Planholders above twenty- one (21) years old
- i. Blood chemistry consisting of FBS, Creatinine, Lipid Profile and SGPT for Planholders thirty -five (35) years of age and older, and
- j. Pap Smear for females thirty-five (35) years of age or older; or if medically indicated and prescribed by accredited HMO health professional

In areas where there is no accredited clinic, the planholder can reimburse the actual cost of the above procedures.

- 7. Ambulatory Laboratory Services – Patients who are required by the accredited physician to have a regular blood exam can avail of the Ambulatory Laboratory Services. A medical technologist will visit the office on a quarterly basis or when a substantial number of requests has been received.

#### E. In-Patient Care

- 1. Room and Board, but not to exceed the amount per schedule.
  - a. PRIVATE PLAN: Room and Board Accommodation up to a maximum of Open Private Room per day of confinement;
 

Open Private Room Accommodation shall not be subject to a stepladder policy in securing a room in an Accredited Hospital.
  - b. SEMI-PRIVATE PLAN: Room and Board Accommodation up to a maximum of Open Semi-Private Room per day of confinement

Principal members shall automatically be covered under Private Plan. Dependents shall have the option to choose between Private and Semi-Private Plans.

- 2. Use of Operating and Recovery Rooms;
- 3. The following medical procedures are covered subject to pre-existing condition provisions, exclusions and limitations and all antecedent expense, as charged subject to the Maximum Coverage Benefit (MCB):
  - a. 24 Hour Holter Monitoring
  - b. 2D Echo with Doppler
  - c. Angiography
  - d. Arthroscopic Knee Surgery Procedure/Arthroscopic Procedure/Orthopaedic Surgery

- e. Benign Prostatic Hypertrophy Treatment
- f. Bone Mineral Density/Densitometry Scan (Dexascan)
- g. Brachytherapy
- h. Cataract Surgery *excluding cost of lens*
- i. Chemotherapy/Radiotherapy
- j. Cryosurgery
- k. CT Scan
- l. EEG Electroencephalography
- m. Electromyography, Nerve Conduction Velocity Studies
- n. Endoscopy including one video
- o. Eye Laser Therapy (for cataract extraction, retinal detachment and glaucoma, *except for correction of error of refraction such as myopia, astigmatism & hyperopia*)
- p. Flourescein Angiogram
- q. Gamma Knife Surgery
- r. Herniorraphy *acquired cases*
- s. Hysteroscopic myoma resection/procedures
- t. Hysteroscally Guided D&C
- u. Laparoscopic Procedures
- v. Laser Tonsillectomy
- w. Lithotripsy (ESWL)
- x. Mammography & Sonomammogram
- y. M-Mode Echocardiogram
- z. MRI
- aa. Myelogram
- bb. Nuclear Radioactive Isotope Scan
- cc. Open Heart Surgery *including Angioplasty*. Procedure is covered, not the materials used during the surgery
- dd. Organ transplants except donors expenses. Procedure is covered, cost of the organ is not included
- ee. Orthopedic Surgery
- ff. Out-patient Chemotherapy. Medicine used for Outpatient chemotherapy is covered on a reimbursement basis
- gg. Out-Patient Dialysis *renal or peritoneal*
- hh. Out-Patient Physical/ Speech Therapy
- ii. Percutaneous ultrasonic nephrolithotomy
- jj. Position Emission Tomography (PET Scan)
- kk. Pulmonary Perfusion Scan
- ll. Pyrosphoshate Scintigraphy
- mm. Sclerotherapy
- nn. Sleep Study unless directly related to an organic illness
- oo. Stereotactic Brain Biopsy
- pp. Stereotactic Radiosurgery
- qq. Thallium Scintigraphy
- rr. Trans urethral Microwave Therapy
- ss. Ultrasound *except pregnancy related*
- tt. Ventilation & Perfusion Lung Scan
- uu. Visual Perimetry

The Health Care Service Provider shall cover latest modalities of treatment or new medical technologies up to the maximum limit of the plan.

Procedures stated above that require confinement shall be inclusive of the room and board, operating room charges, professional fees and other incidental expenses related to the procedures.

Provided that:

- a. Included in the maximum liability limits listed above are:
    1. expenses incurred in undergoing the medical procedures, such as hospitalization expenses and professional fees;
    2. expenses due to any condition or complication related to the treated illness or to the procedures mentioned above;
    3. expenses due to any recurrence of the treated illness or a repetition of said procedures; and
    4. expenses due to pre and post-procedure work-ups.
  - b. In cases where a patient opts to avail of the use of a more expensive sophisticated procedure or treatment (ex. Lithotripsy, laser treatment) when an equally effective surgical procedure is available, the health care service provider shall be amenable to the choice of the patient.
  - c. The availment of special treatment procedures such as Laparoscopic Procedure, Lithotripsy and Arthroscopy are covered regardless of number of availment provided that the procedures are medically indicated and prescribed by accredited HMO health professional.
4. Professional Fees for:
    - a. Attending Physicians;
    - b. Anesthesiologists;
    - c. Surgeons; and
    - d. Specialists, when necessary
  5. Drugs, medicines and injectables; inhalation therapy
  6. Blood transfusions, including human blood products (except gamma globulin), and intravenous fluids;
  7. X-rays, laboratory examinations, and diagnostics test ordered by the Health Care Attending Physicians;
  8. Dressing, casts (except fiberglass supplies), and sutures;
  9. Sports-related injuries incurred during officially-sanctioned sports activities shall be covered up to the Maximum Coverage Benefit. Injuries of the same nature incurred during unofficial sports activities shall be covered up to Thirty Thousand Pesos (P30,000.00);

10. Admission kit shall be covered;
11. All illnesses or conditions, whether work-related or not, of all planholders (whether principal member or dependent), covered up to Maximum Coverage Benefit, subject to the exclusions and limitations as stated in the draft Contract;
12. Congenital illnesses/conditions and developmental pediatric disorders of all planholders covered up to a maximum of Sixty Thousand Pesos (P60,000.00)
13. AIDS secondary to accidental blood transfusion or needle injection shall be covered by the Health Care Service Provider;
14. Slipped disc, spondylosis, spinal stenosis and scoliosis shall be covered up to the Maximum Coverage Benefit;
15. Cauterization of Warts including Facial area shall be covered up to the Maximum Coverage Benefit with no limit per visit. Genital warts caused by Sexually Transmitted Disease (STD) shall not be covered;
16. Allergy Testing shall be covered up to Ten Thousand Pesos (P10,000.00)/year and Tuberculin Test covered up to One Thousand Pesos (P1,000.00)/year when prescribed and not to be done during Annual Physical Examination;
17. Pre-existing illness/conditions of principal members at the start of membership shall be covered up to Maximum Coverage Benefit. Dependents enrolled with the current health care service provider shall also be covered up to Maximum Coverage Benefit. For newly enrolled dependent members, pre-existing coverage is up to Thirty Thousand Pesos only (P30,000.00) during the first three (3) months; after the three (3) month period, pre-existing coverage shall be up to the Maximum Coverage Benefit;
18. Reimbursement of the Professional fee of Neurologist shall be 75% of the actual cost
19. All other items deemed necessary by the attending physician for the medical management of the patient.

Notwithstanding the above provisions, the Health Care Service Provider shall be liable for hospital and medical expenses and fees of the Health Professionals only up to the Maximum Coverage Benefit per year per illness or condition, including: a) complications thereof; b) Intensive Care Cases (ICU/CCU) and their equivalent; and c) pre-confinement and post-confinement work-up on an out-patient basis.

E. COVID-19 cases

Suspect, probable, and confirmed COVID-19 cases shall be covered in accordance with the following guidelines:

**1. COVERAGE FOR EMERGENCY AVAILMENT**

- a. Members who require immediate medical attention requiring the use of the emergency room SHALL BE COVERED, including medically-indicated procedures and laboratory diagnostics.
- b. Availment in non-accredited facilities shall be subject to reimbursement

**2. COVERAGE FOR OUT-PATIENT DIAGNOSTICS**

Outpatient rRT-PCR test and Antigen Test used as a screening test are NOT COVERED. However, it shall cover recommended COVID-19 tests based on the following criteria:

- a. Recommended by an Infectious Disease Specialist and Pulmonologist (IM-Pulmo) **shall be covered** outright or thru reimbursement whether symptomatic or asymptomatic case
- b. Recommended by ER Physician on duty during ER Availment at the Emergency Room (ER) of an accredited facility **shall be covered** outright while for non-accredited facilities is thru reimbursement on which both are subject to the following conditions:
  - i. Recommended by any emergency physician on duty
  - ii. Member/patient is **symptomatic** (symptomatic means at least 3 symptoms present such as but not limited to fever, cough, runny nose, difficulty in breathing, sore throat, body pain and malaise).
- c. Recommended by General Practitioner, Company Physicians, Family Medicine, Internal Medicine and other specialists during out-patient availment whether the member is symptomatic or asymptomatic case shall be covered thru reimbursement if with positive results.
- d. No outright coverage for on-site testing, drive-through and home service.
- e. Antigen test with maximum coverage of P1500/test.
- f. COVID-19 diagnostic tests for symptomatic patients who are in close contact with a confirmed or probable COVID 19 case **shall be covered** based on D.2.a and D.2.b provisions.
- g. Re-testing or re-swabbing to check recovery shall not be covered. Per DOH Guidelines, repeat rRT-PCR testing for confirmed

COVID-19 cases to document recovery is no longer required for patients with asymptomatic, mild and moderate cases.

- h. In the event that the member tested both with rRT-PCR and Antigen test, the following shall apply:
  - i. No further testing is required if the member is tested with rRT-PCR
  - ii. For the antigen test, a negative test should be confirmed with rRt-PCR while a positive result is a confirmed case and no need to undergo additional testing. Further testing with rRT-PCR shall not be covered.

### 3. COVERAGE FOR IN-PATIENT/HOSPITAL CONFINEMENT

- a. Confinement in an accredited hospital **shall be covered** up to the maximum benefit limit
- b. Confinement in government-owned healthcare institutions or in non-accredited medical facilities shall be covered thru reimbursement based on provisions stipulated in the contract under confinement in non-accredited hospitals
- c. Coverage to include necessary laboratory tests, medications, doctor/s professional fees, isolation and ICU room are likewise covered
- d. All members are required to file Philhealth. Coverage shall only take place after Philhealth coverage
- e. Full coverage for home care of COVID+ patients who need medical care but are denied admission in an accredited hospital due to unavailability of room/bed
- f. Elective surgical procedures are feasible and necessary, the following conditions apply:
  - i. In asymptomatic patients, a PCR-Test for pre-op screening shall not be covered. In the event that the test turns out positive, Philhealth coverage shall apply first and the difference shall be reimbursable.
  - ii. In symptomatic cases, a PCR test required by an Infectious Disease specialist **SHALL BE COVERED**.
- g. Suspect, Probable and Confirmed COVID+ cases required to be isolated by the attending physician **SHALL BE COVERED**. Charges in room-rate difference and applicable incremental/surcharges shall be covered.

#### **4. COVERAGE FOR PPE**

For charges pertaining to the use of Personal Protective Equipment (PPE) amongst healthcare personnel and members utilized in the ER, outpatient and confinement shall not be covered.

#### **5. COVERAGE FOR COVID-19 VACCINES ADVERSE EFFECTS**

Serious Adverse Effects (SAE) is classified as “vaccine product-related reaction” or “vaccine quality defect-related reaction”, arising from the use of COVID-19 vaccine. Inoculated members with SAE shall have the following coverage:

- a. ER and outpatient up to a maximum of Five Thousand Pesos (Php 5,000)
- b. Confinement/Inpatient coverage:
  - i. Vaccines administered thru Government Initiative or from the LGU- integrated with PHIC, shall cover up to a maximum of fifty thousand pesos (Php 50,000) or 50% of member’s MBL or remaining balance for COVID-19, whichever is lower.
  - ii. Procurement and administration of COVID-19 vaccines by the Private Sector- integrated with PHIC, will cover up to MBL or balance remaining for COVID-19

#### **6. PHILHEALTH COVERAGE**

- a. Members are REQUIRED TO FILE PHILHEALTH (PHIC) most especially during confinement and outpatient services compensable by PHIC.
- b. For COVID+ patients, who are admitted, PhilHealth coverage for pneumonia case rates based on severity will apply.
- c. In cases wherein a suspect’s admission turns out to be negative for COVID, but is with another PhilHealth compensable diagnosis, RUV and/or other case rates as appropriate may apply.

#### **F. Emergency Cases**



1. Emergency Room Treatment: In emergency cases inclusive coverage of the following:
  - a. professional fees;
  - b. medications used for immediate relief of symptoms;
  - c. nebulization;
  - d. dressings;
  - e. sutures for wounds;
  - f. cast (*except fiberglass supplies*);
  - g. first dose of anti-tetanus serum (ATS);
  - h. administration of anti-tetanus vaccine (inclusive of cost of vaccine, professional fees and other related materials and fees);
  - i. first dose and administration of anti-rabies vaccine (inclusive of cost of vaccine, professional fees and other related materials and fees) for all planholders. Succeeding treatment and vaccination required shall be covered up to the maximum amount of Php5,000.00 per treatment/dose;
  - j. diagnostic examinations; and
  - k. Other medical services related to the emergency management of the treated planholder: 100% actual charges for covered items only.
  
2. Emergency Care in Accredited Hospital

If the emergency health care was administered in an Accredited Hospital whether as inpatient or out-patient and the illness or conditions is covered under the Plan, the Planholder shall be entitled to full coverage provided that (a) the Planholder or his representative notifies the Health Care Service Provider Office within 24 hours after the emergency has commenced and a prescribed referral was issued by a Health Care Service Provider Authorized Physician, and (b) professional services are provided by Accredited Physicians.

In the event any of the foregoing conditions are absent, the Planholder shall pay the cost of his medical care, including any amount his Physicians may charge as professional fee, the Health Care Service Provider shall, thereafter, reimburse the Planholder of up to 100% of the actual cost of coverable benefits availed of, but not to exceed 100% of what the Health Care Service Provider would have incurred in providing such benefits according to the Plan.

3. Emergency Care in Non-Accredited Hospital

When a planholder requires immediate medical attention, necessitating the use of facilities of a non-accredited hospital, the Health Care Service Provider shall reimburse at actual cost up to the Maximum Coverage Benefit per emergency case.

This shall be applicable only, when the use of accredited hospitals shall entail a delay resulting in death, serious disability or significant jeopardy to

his/her life. The Health Care Service Provider shall pay the corresponding hospitalization according to the amount had the patient been treated in a duly accredited facility subject to the provision stated below, except for follow-up care. The final diagnosis shall be evaluated and approved by the Health Care Service Provider.

However if the planholder confined during emergency case in a non-accredited hospital cannot be transferred due to seriousness of the situation/condition, the Health Care Service Provider shall cover through reimbursement basis up to the Maximum Coverage Benefit according to the type of plan.

4. Official Business Trip Abroad

The Health Care Service Provider shall cover the Planholder's emergency case expense during official business trips abroad of principal members, based on the schedule of emergency case in non-accredited hospitals up to the Maximum Coverage Benefit on a reimbursement basis.

5. Areas where there are no Accredited Specialist at the Accredited Hospitals:

In areas with no Accredited Specialist at the Accredited Hospital, for reasons outside the control of the Health Care Service Provider, such as when there is no specialist to accredit, the Health Care Service Provider shall cover 100% of the treated members hospital bills and reimburse the professional fees based on the member's Plan and Relative Value Unit (RVU), subject to the Maximum Coverage Benefit.

6. Areas without Accredited Hospital:

In areas with no accredited hospitals/facilities, the Health Care Service Provider will reimburse the member 100% of the cost of the health services availed, based on the member's existing Plan, up to the Maximum Coverage Benefit.

**G. Network Access**

All members are entitled to choose, at their own convenience, any Accredited Hospital where they want to be treated and wherein they may consult with any Coordinator in said Hospital which should include *Makati Medical Center (MMC)*, *St. Luke's Medical Center (SLMC-Quezon City)*, *The Medical City*, *Cardinal Santos Medical Center (CSMC)*, *Asian Hospital Medical Center (AHMC)*, and *St. Luke's Medical Center-Global City (SLMC-Global City)*.

**H. Medico-legal Cases**

Definition of Medico-legal case: any medical case or situation involving a covered member where a Medical Report is required by law to be submitted by the attending doctor, hospital or clinic to the police authorities.

1. All medical utilization whether, in-patient or out-patient, classified as medico-legal in nature shall be for reimbursement, subject to the complete submission of duly accomplished requisite documents for the said case.
2. Requirements for No Fault Injuries must be submitted to the Health Care Service Provider Head Office not later than sixty (60) days from date of discharge.

I. Ambulance Service

Coverage of cost of Ambulance Service by land based on the limits stipulated below per conduction:

<b>HOSPITAL</b>	<b>AREA COVERED</b>	<b>MAXIMUM LIMIT</b>
Accredited to Accredited	within the 125 km radius of Metro Manila	Unlimited
Accredited to Accredited	beyond the 125 km radius of Metro Manila	P5,000.00 per conduction
Non-Accredited to Accredited	within the 125 km radius of Metro Manila	Unlimited
Non-Accredited to Accredited	beyond the 125 km radius of Metro Manila	P5,000.00 per conduction

J. Dental Care

1. Any number of consultations with an accredited dentist;
2. Treatment of dental related pain excluding cost of prescribed medicines;
3. Simple tooth extractions, except surgery for impactions;
4. Gum treatment excluding the cost of prescribed medicines;
5. Recementation of jacket crown, inlays and onlays;
6. Treatment of lesions, wounds and burns;
7. Unlimited temporary fillings;
8. Annual dental examination;
9. Adjustment of dentures;
10. Relief and/or prescription for acute dental pain;
11. Emergency desensitization of hypersensitive teeth;
12. Orthodontic consultation;
13. Aesthetic dental consultation;
14. Permanent fillings (light cure only) covered up to four (4) surfaces per year;

15. Twice (2x) a year oral Prophylaxis.

K. Financial Assistance

The Health Care Service Provider shall provide financial assistance of Fifty Thousand Pesos (P50,000.00) in case of natural or accidental death of a principal member.

L. Unavailability of Room Covered

If upon admission in an emergency situation, there is no room available conforming to the limitations and restrictions of a member's plan except Suite Room, then Health Care Service Provider shall upgrade to the next higher room during emergency cases covered until the room according to their plan becomes available.

M. Point of Service

In non-emergency cases in an accredited hospital, reimbursement of the professional fee of non-accredited physician shall be 100% of the rate of the Health Care Service Provider for outpatient or in-patient cases while medical and laboratory tests prescribed by the non-accredited physician are automatically covered. In a non-accredited hospital, professional fees, medical procedures and laboratory tests are reimbursable at 100% of the rate of the Health Care Service Provider.

N. Special Concession

Upon signing of the Contract, the Health Care Service Provider shall authorize the BCDA Company Physician to issue request and Letter of Authorization for laboratory procedures (such as but not limited to Urinalysis, Fecalalysis, Chest X-ray, Complete Blood Count and Blood Chemistry) and issue referral slip to any Accredited Specialist at any Accredited Hospital.

O. Designation of Liaison Officer

The Health Care Service Provider shall designate a liaison officer who shall be available at all times to assist the BCDA planholders when the need arises.

P. Extension of Coverage

All members, whether principal or dependent, who will be disqualified due to age eligibility or change of principal planholder's civil status within the contract period will not be removed from the program and shall be allowed to use his/her card and avail of his/her benefits until expiry of contract.

Q. Experience Refund

Should the BCDA show cost effective utilization performance for the contract year, Health Care Service Provider agrees to pay a refund, which will be credited to the renewal billing. It will be computed on the third (3<sup>rd</sup>) month after the expiry of the contract (15<sup>th</sup> month). If the contract is renewed, refund shall be credited to the renewal billing, and if not, it shall be paid to BCDA. Refund will be based on the following computation:

$$\text{Experience Refund} = [(\text{Annual Membership Fees} \times 30\%) \text{ less} \\ (\text{Actual Utilization of benefits} + \text{IBNR})] \times 50\%$$

R. Utilization Report

BCDA shall require the PROVIDER to provide a detailed annual utilization data, based on the required fields including the name of member and patient. BCDA warrants that this request for medical reports/utilization data is done with the full consent of members. BCDA shall hold the PROVIDER free and harmless from any liability whatsoever, should any member accuse the PROVIDER of breach of confidentiality in any civil, criminal or administrative proceedings.

The PROVIDER shall submit to BCDA a quarterly report on utilization within one (1) month after each quarter.

S. Pre-Existing Coverage

Pre-existing illness/conditions of principal members at the start of membership shall be covered up to Maximum Coverage Benefit. Dependents enrolled with the current health care service provider shall also be covered up to Maximum Coverage Benefit. For newly enrolled dependent members, pre-existing coverage is up to Thirty Thousand Pesos only (P30,000.00) during the first three (3) months; after the three (3) month period, pre-existing coverage shall be up to the Maximum Coverage Benefit.

## VI. General Considerations

A. Membership Card

1. The Health Care Service Provider will provide free replacement of planholder's membership card once during the contract period in case of loss or damage.
2. The membership card of an employee should bear the name of his/her specific agency in which he/she belongs, i.e. Bases Conversion and Development Authority or the name of the BCDA subsidiary in the event of its inclusion.
3. The membership card shall be made available to all members within ten (10) working days upon enrollment.

B. Membership Inclusion and Cancellation

Should the Agreement or any Membership covered thereby be pre-terminated, the Planholder shall be entitled to a refund of their Membership Fees in accordance with the following schedule:

If Agreement/Membership has been in force for:	% of Annual Membership Fees to be Refunded
Not more than one month	80%
More than 1 month but less than 2 months	70%
More than 2 months but less than 3 months	60%
More than 3 months but less than 4 months	50%
More than 4 months but less than 5 months	40%
More than 5 months but less than 6 months	30%
Six months or more	No Refund

Provided, however, that a) fees paid for processing applications shall not be refundable; and b) neither the Planholders nor any of their Dependents have availed themselves of any of the health care benefits under the Agreement during the period of coverage. Refund from the cancellation of membership of a planholder shall be credited to BCDA.

Enrollment period for qualified and eligible dependents is limited to thirty (30) days from the date of effectivity of membership of the employee. Additional dependents may be accepted after the thirty (30) day enrollment period in cases of newborn child, newly married spouse and dependent of newly regularized employees, provided they are enrolled within 30 days of eligibility (e.g. childbirth, marriage, regularization of employment status or job promotion).

**C. Claims Procedure**

All claims for reimbursement must be submitted or forwarded to the head office of the Health Care Service Provider within sixty (60) calendar days prior to the expiration of the contract.

**D. Performance Appraisal**

Performance of the Health Care Service Provider shall be subject to an appraisal system to be administered bi-annually. Based on the assessment, BCDA may preterminate the contract for failure by the Health Care Service Provider to perform its obligations, in line with the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board (GPPB Resolution No. 018-2004 dated 22 December 2004).

**VII. Performance Security**

Prior to the signing of the Contract, the Health Care Service Provider shall post in favor of BCDA a Performance Security to guarantee the Health Care Service Provider's faithful performance of all obligations and undertakings under the Contract. The Performance Security shall be in an amount equal to a percentage of the total contract price in accordance with the following schedule:

- 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. Five percent (5%);
- 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%).
- D. Any combination of the foregoing. Proportionate to share of form with respect to total amount of security.

#### **VIII. Qualification, Bid Evaluation, Awarding and Other Conditions**

- A. Eligibility and Declaration of Winning Proponent
  1. Only the bids of proponents declared as eligible based on the **Checklist for Requirements for Bidders** attached in the Bid Documents shall be opened.
  2. The eligibility requirements envelope shall be opened first and the **Technical Specifications Compliance Form** (see **Section VII** of the Bid Documents) shall be evaluated for compliance; thereafter, the financial bid/s of the eligible proponent/s who have passed the technical specifications shall be opened for evaluation.
  3. The eligible proponent with the **Lowest Calculated Bid** (i.e., has complied with all technical specifications and has submitted the lowest price) shall undergo the post-qualification process.
  4. After passing the post-qualification process, the proponent with the **Lowest Calculated Bid (LCB)** shall be declared as the proponent with the **Lowest Calculated Responsive Bid (LCRB)** and shall thereafter be declared as the winning proponent.
- B. Other Conditions Regarding Evaluation
  1. BCDA reserves the right to reject any or all proposals, or to waive any defect or informality thereon or minor deviations, which do not affect the substance and validity of any or all of the proposals.

2. BCDA reserves the right to reject the proposal of any proponent who:
  - a. does not offer the required services as provided for in this Terms of Reference;
  - b. is discovered to have suppressed, disclosed or falsified information; or
  - c. failed to satisfactorily perform/complete any contract previously taken.
3. BCDA reserves the right to review other relevant information affecting the proponent or the proposal before the approval of the contract. Should such review uncover any misrepresentation made in the proposal documents, or any change in the situation of the proponent which affects the substance of his proposals, BCDA may disqualify the proponent from obtaining the award/contract.
4. Any attempt by a bidder to influence the BAC or its authorized representatives in the evaluation of the bids or contract award decisions shall result in the rejection of its bid or revocation of award as the case may be, and the application of other sanctions and remedies provided by law.”

C. Immediate Coverage

The winning Health Care Service Provider shall commit to provide immediate coverage starting **August 1, 2022** or on the date indicated in the Notice To Proceed (NTP) pending finalization and execution of the contract.

D. Contract Signing

Within ten (10) calendar days after the approval of the award by the President and CEO, the winning bidder shall sign a Contract for Health Care Services, which shall be subject to the review and approval by the Office of the Government Corporate Counsel (OGCC).

## **Annex “B”**

### **Bidding Forms**



## Bid Form

---

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

Invitation to Bid No.(reference no.): \_\_\_\_\_

To: BASES CONVERSION AND DEVELOPMENT AUTHORITY  
2<sup>nd</sup> Floor Bonifacio Technology Center  
31<sup>st</sup> St., Cor. 2<sup>nd</sup> Ave., Bonifacio Global City  
Taguig City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or 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 PBDs for the sum of ***[total Bid amount in words and figures]*** or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: ***[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]***, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

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

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

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

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

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

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

Legal capacity: \_\_\_\_\_

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

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

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

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price <del>EXW</del> per item	Transportation 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)

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

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

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

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

## **Omnibus Sworn Statement (Revised)**

*[shall be submitted with the Bid]*

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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, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;***
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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:*
  - a. *Carefully examining all of the Bidding Documents;*
  - b. *Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;*
  - c. *Making an estimate of the facilities available and needed for the contract to be bid, if any; and*
  - d. *Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [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.*

**10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

*Affiant*

**[[urat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

## Bid Securing Declaration Form

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

REPUBLIC OF THE PHILIPPINES)

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

### BID SECURING DECLARATION

**Project Identification No.(reference no.): *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement 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 No. 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; and
  - 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 OR ITS AUTHORIZED REPRESENTATIVE]*  
*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

# Sample Forms: Goods and Services for Ongoing and Completed Contracts

SF-G&S-19A

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

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
<b><u>Government Contracts:</u></b>							
1.							
2.							
<b><u>Private Contracts:</u></b>							
1.							
2.							
<b>Total Amount:</b>							

\*Continue in a separate sheet if necessary..

Submitted by : \_\_\_\_\_  
 Signature over Printed Name of Authorized Representative

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

**Note:**

- If there is no ongoing contract including those awarded but not yet started, state none or equivalent term.
- The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).



**Statement of Single Largest Completed Contract (SLCC)  
Similar in Nature to the Contract to be Bid**

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

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

Submitted by : \_\_\_\_\_  
 Signature over Printed Name of Authorized Representative

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

**Note:**

This statement shall be supported by ANY of the following:

- End User's Acceptance; or
- Official Receipt of the last payment received; or
- Sales Invoice

**FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK**

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:  
 NFCC = K (current asset - current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P \_\_\_\_\_

$K = 15$

Submitted by:

\_\_\_\_\_  
 Name of Supplier / Distributor / Manufacturer

\_\_\_\_\_  
 Signature of Authorized Representative  
 Date : \_\_\_\_\_

**NOTE:**

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

**PROCUREMENT OF SERVICES OF SERVICES OF A HEALTH  
CARE SERVICE PROVIDER FOR CY 2022-2023**

**SCHEDULE OF BIDDING ACTIVITIES\***

No.	ACTIVITIES	DATE/SCHEDULE (2022)
1	Pre-Procurement Conference	07 April
2	Posting / Publication (Website, PhilGEPS, BCDA Premises & Newspaper )	May 3
3	Issuance of Bid Documents	May 3 – May 24
<b>4</b>	<b>Pre-Bid Conference</b>	<b>10:00 AM ; 11 May</b>
5	Deadline for Request for Clarification, if any	13 May
6	Issuance of Bid Bulletin, if any	17 May
<b>7</b>	<b>Deadline for Submission of the ff:</b> <ul style="list-style-type: none"> <li>● Eligibility Requirements</li> <li>● Financial Proposal</li> </ul>	<b>25 May 9:00 AM</b>
<b>8</b>	<b>Opening of the ff:</b> <ul style="list-style-type: none"> <li>● Eligibility Requirements</li> <li>● Financial Proposal</li> </ul>	<b>25 May 10:00 AM</b>
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	25-26 May
10	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification	30 May
11	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	01-02 June
12	Deliberation by BAC of the Results of Post qualification	06 June
13	Issuance of BAC's Recommendation (based on the Results of Post-Qual)	On or before 10 June 2022
14	Approval of BAC Resolution and Issuance of Notice of Award*	On or before 15 June 2022
15	Issuance of Notice to Proceed and Contract Signing	On or before 22 June 2022

***\*Subject to change***

