#### INVITATION FOR NEGOTIATED PROCUREMENT DUE TO TWO-FAILED BIDDINGS

#### PROCUREMENT OF HEALTH CARE INSURANCE FROM PRIVATE HEALTH MAINTENANCE ORGANIZATION (HMO) FOR THE EMPLOYEES OF THE NATIONAL DEVELOPMENT COMPANY (NDC)

## PROJECT REFERENCE No. MR24-07-098

 In view of the two (2) failed biddings, the National Development Company (NDC), through its Bids & Awards Committee, invites PhilGEPS registered suppliers to participate in the negotiation for the Procurement of Health Care Insurance from Private Health Maintenance Organization (HMO) for the Employees of the National Development Company (NDC) in accordance with Section 53.1 of the Revised Implementing Rules and Regulations (IRR) of the Republic Act (R.A.) No. 9184, otherwise known as the "Government Procurement Reform Act", including Annex H. thereof.

The BAC will engage in negotiations with a sufficient number of suppliers to ensure effective competition. The selection of the successful offer shall be based on the best and final offer that will be submitted on the specified date shown below, and which would meet the minimum technical specifications required.

- 2. The Approved Budget for the Contract is One Million Four Hundred Forty Thousand Pesos (Php1,440,000.00) inclusive of all applicable taxes
- 3. The Procurement Project is composed of One (1) Lot, the details of which are described in Annex "B" (Technical Specifications).
- 4. Interested bidders may obtain further information from the BAC Secretariat at the address given below from January 21-February 7, 2025, Monday to Friday, at 8:00 AM to 5:00 PM.

ACTIVITY	DATE / TIME	VENUE
<ol> <li>Issuance and availability of Negotiation Documents</li> </ol>	January 21-February 7, 2025 (8:00 am – 5:00 pm)	7 <sup>th</sup> Floor, NDC Building
<ol> <li>Pre-Bid Negotiation Conference</li> </ol>	January 30, 2025 <i>(10:00 am)</i>	via Zoom

5. The schedule of negotiation activities are as follows:

3. Deadline for submission of Negotiation Documents (Proposal)	February 7, 2025 <i>(5:00 pm)</i>	7 <sup>th</sup> Floor, NDC Building
4. Opening of Negotiation	<i>February 10, 20</i> 25	ABB Hall, NDC
Documents (Proposal)	(10:00 am)	Building

5. Interested bidders shall submit the following documents in sealed envelopes, labeled as "**Negotiated Documents**", with the title of the of the procurement project, name of the bidder, address of the bidder, and contact details of the bidder, addressed to the undersigned:

# I. TECHNICAL COMPONENT ENVELOPE

# Class "A" Documents

# Legal Documents

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages).

# 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 (Annex "C"); and
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Annex "D"), 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 past five (5) years prior to the date of submission and receipt of bids, the value of which must be at least fifty percent (50%) of the ABC; 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 (Annex "E"); and

- (e) Conformity with the Schedule of Requirements and Technical Specifications (Annex "A" and "B"), which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; <u>and</u>
- (f) Original duly signed Omnibus Sworn Statement (OSS) (Annex "F");
   and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

# Financial Documents

(g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

<u>or</u>

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

# **II. FINANCIAL COMPONENT ENVELOPE**

- (h) Original of duly signed and accomplished Financial Bid Form (Annex "G"); <u>and</u>
- (i) Original of duly signed and accomplished Detailed Financial Bid. (Annex "H")
- 6. NDC reserves the right to accept or reject any offer, to annul the negotiation process, and to reject all offers at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
- 7. For further information, please refer to:

# Johnierey A. Cueto

Head, BAC Secretariat National Development Company 7<sup>th</sup> Floor, NDC Building, 116 Tordesillas St. Tel. Nos.: (02) 8840-4838 to 47 loc. 232 E-mail Address: <u>jacueto@ndc.gov.ph</u> Fax No.: (02) 8840-4862

8. You may visit the following website:

For downloading of Bidding Documents: <u>https://www.ndc.gov.ph</u>

(originally signed) AGM ALEWIJN AIDAN K. ONG BAC Chairperson NDC Bldg., 116 Tordesillas St., Salcedo Village, Makati City

# Annex "A"

# 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.

1. Deployment Details:

ITEM NUMBER	DESCRIPTION	QUANTITY	TOTAL	DELIVERED, WEEKS/MONTHS
1	Health Care Services with accreditation from major hospitals	36 employees (as of June 2024)		One (1) year from the issuance of Notice to Proceed

I shall comply with and deliver, within the period specified, all the above requirements upon receipt of Notice to Proceed.

Name of Company/Bidder

Signature over Printed Name of Bidder Date

Annex "B"

# **Technical Specifications**

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
1 Outpatient Services	1.1. Professional fees and charges for consultation and management by accredited doctors, specialist/s;	<b>COMPLIANCE</b> Bidder must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un- amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.
	1.2. Referrals and the corresponding fees/charges	

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	-	scribed special diagnostic procedures	
		er modern modalities of treatment up	
	to the	Maximum Coverage Limits (MCL)	
	such as	, but not limited to, the following:	
		_	
	1.2.1.	All prescribed diagnostic procedures	
		such as but not limited to X-ray,	
		ECG, Hematology, Blood Chemistry,	
		including Pap Smear for women and	
		•	
		,	
		Polymerase ChainReaction Test (RT-	
		PCR), Rapid Antibody Test, Rapid	
		Antigen Test, Saliva Test for Covid-	
		19, if medically prescribed;	
	1.2.2.	Diagnostic and Therapeutic	
		Ultrasound;	
	1.2.3.	Radiographic studies;	
	1.2.4.	Rhinoscopic, Bronchoscopic, and/or	
		endoscopic exams;	
	1.2.5.	3D Imaging, CT scan, and/or MRI	
	112101	and/or PET Scan of body organs or	
		regions;	
	1.2.6.	All forms of Echocardiography and	
	1.2.0.	Treadmill Stress Test and other	
		cardiac diagnostic, such as Nuclear	
		Cardiac Perfusion study and	
		angiography; Electromyography with	
		Nerve Conduction Tests;	
	1.2.7.	Mammography;	
	1.2.8.	Peritoneal or Hemodialysis up to the	
		maximum coverage limits;	
	1.2.9.	Cancer treatment to include	
		radiotherapy and chemotherapy	
		(whether oral or intravenous), bone	
		marrow transplant and brachytherapy,	
		and others, up to the maximum	
		coverage limits;	
	1 2 10	Eye, ear, nose, and throat treatment;	
	1.2.11.	Coverage for cataract extraction or	
		glaucoma laser treatment up to the	
		MCL and lens in an amount not	
		exceeding ₱20,000.00 per eye.	
	_		
1.3.		al and post-natal care. Pre-natal care	
		nclude consultation and laboratory	
	examin	ations. Laboratory examinations for	

purposes of pre-natal care shall include all of
the following:
<ul> <li>1.3.1. Complete Blood Count;</li> <li>1.3.2. Blood typing;</li> <li>1.3.3. Urinalysis;</li> <li>1.3.4. Plain Pelvic Ultrasound; and</li> <li>1.3.5. Additional tests (in this case, only the initial test shall be covered) may form part of pre-natal care, as may be determined by the attending OB-GYN, which shall include tests for Hepatitis B antigen, VDRL, and/or Oral Glucose challenge test and/or oral glucose tolerance test.</li> </ul>
1.4. Treatment of minor injuries and illnesses;
1.5. Minor surgeries not requiring confinement (e.g., excision of cysts and other superficial mass/es);
1.6. Speech and physical therapy up to 12 sessions per member per contract year;
1.7. Pulmonary Rehabilitation Therapy (post COVID-19) up to 10 sessions;
<ul> <li>1.8. Cauterization of warts up to a maximum of ₱5,000.00 per member per contract year;</li> </ul>
1.9. Excision of moles (malignant or suspected to be malignant) up to maximum of ₱10,000.00 per member per contract year;
<ul> <li>1.10. All expenses for out-patient services rendered in accredited hospitals or clinics and done by an accredited physician, specialist or sub- specialist shall be on a "no cash-out basis" and shall be covered up to the Maximum Benefit Limits (MBL) based on the HMO's prevailing Relative Value Units (RVU) rates;</li> </ul>
1.11. In case the patient prefers a non-accredited physician or specialist of his or her choice, the professional fees shall be settled first by

	the patient subject to reimbursement by the HMO based on prevailing RVU (Relative Value Unit) rates;
	1.12. Expenses in non-accredited hospitals shall be reimbursed based on the HMO's existing RVU rates:
	<ul> <li>1.12.1. Payment in excess of what is allowed shall be shouldered by the patient; and</li> <li>1.12.2. Information on the HMO's prevailing surgical and hospital rates shall be provided in advance by the HMO's for the information of the members.</li> </ul>
2	2.1. Emergency Doctor or Specialist services;
Emergency Care Services	2.2. Emergency room fees, as well as fees of other hospital facilities used in the emergency treatment;
	2.3. Surgery or treatment of lacerations and other injuries;
	2.4. Medicines and/or drugs for emergency treatment;
	2.5. X-ray, laboratory examinations, and all diagnostic procedures necessary for the emergency management of the patient;
	2.6. Oxygen, intravenous fluids, blood transfusions, and human blood products;
	2.7. Dressings, sutures and plaster casts;
	<ul> <li>2.8. Active and passive immunization/vaccines against tetanus, snake venoms, human bites, and rabies (initial and subsequent doses shall be covered up to Thirty Thousand Pesos (₱30,000.00));</li> </ul>
	2.9. Ground ambulance service from the patient's residence or his/her location to the nearest hospital;

2.10. All other services, items, and supplies necessary for the emergency management of the patient;	
2.11. All expenses for emergency care services, enumerated in this Paragraph 2 (except 2.8), which were used in the emergency treatment of the patient in an accredited hospital or clinic and by an accredited physician, specialist, and/or sub-specialist shall be covered up to the MBL and provided on a "no cash-out basis."	
2.11.1. If at the time of the emergency, the accredited hospital has no room available corresponding to the member's room and board category, room and board may be upgraded to the next higher room (except suite room). The HMO shall cover the difference in the room rates and other room-based charges or incremental costs for the first 24 hours.	
2.12. All expenses for the emergency care services, enumerated in this Paragraph 2, which were used in the emergency treatment of the patient in a non-accredited hospital or clinic and by a non-accredited physician, specialist and/or sub-specialist shall be covered and will be reimbursed as follows:	
<ul> <li>2.12.1. In areas where the HMO has no accredited hospital or clinic, the HMO shall reimburse all expenses including doctor's fees incurred by the patient up to the MBL;</li> <li>2.12.2. In areas where the HMO has an accredited hospital or clinic, the HMO shall reimburse all expenses including doctor's fees incurred by the patient based on the HMO's existing RVU rates as if the patient had been confined in the accredited</li> </ul>	
hospital or clinic and/or seen by accredited physicians, specialists	

	and/or sub-specialists.	
	2.13. The transfer of a patient from a non- accredited hospital to an accredited hospital shall be covered by the HMO up to the MBL in the following situations only:	
	<ul> <li>2.13.1. In serious or life-threatening cases where the immediate transfer of the patient is medically contraindicated, 100% of actual expenses shall be defrayed by the HMO including ground ambulance transfer until transfer is eventually effected;</li> <li>2.13.2. In cases where the patient refuses to be transferred, 100% of the fees and charges shall be reimbursed by the HMO based on the HMO's existing RVU rates as if the patient had been confined in an accredited hospital and/or seen by an accredited physician or specialist; and</li> <li>2.13.3. In serious or life-threatening cases where the immediate transfer is an absolute necessity for the patient's survival, the HMO shall defray 100% of all related expenses until transfer is</li> </ul>	
3	eventually effected. 3.1. Room and Board – Large Open Private	
Hospitalization/ In-Patient Services	rooms and board accommodation available within the MBL for Principal members and option to choose between Private and Semi- private for Dependents.	
	<ul> <li>3.1.1. If the appropriate room and board accommodation are not available at the time of confinement in a non-emergency case, the patient has the option to avail of a higher room and board accommodation, but he/she shall pay the difference in the room rates and other room-based charges or incremental costs;</li> <li>3.1.2. Operating Room and Recovery Room Services and their charges up to the MBL; and</li> </ul>	

	3.1.3. Intensive Care Unit (ICU)/Cardiac Care Unit (CCU) up to the MBL.	
3.2.	Professional services of accredited physician/s, specialist/s, sub-specialist/s, and/or consultant/s. More consultants or specialists may be called in when necessary;	
3.3.	Drugs and medicines for use in the hospital;	
3.4.	Whole blood and human blood products, transfusions, and intravenous fluids, including blood screening and cross matching;	
3.5.	X-ray and laboratory examinations;	
3.6.	Complete coverage of all diagnostic procedures and examinations including but not limited to MRI, CT scan, EEG, Ultrasound, Holter monitoring, cardiac catheterization, and other state of the art diagnostic and therapeutic procedures deemed necessary, including Covid-19 tests, whenever necessary;	
3.7.	Anesthesia and its administration;	
3.8.	Oxygen and its administration;	
3.9.	Dressings, sutures, plaster casts, and other miscellaneous supplies necessary for treatment;	
3.10	. Standard nursing services;	
3.11	. Hospital admission kit;	
3.12	. Complete coverage of the following modalities of treatment and diagnostic procedures up to the MCL, unless otherwise specified, to include:	
	<ul><li>3.12.1. 3D Imaging;</li><li>3.12.2. Acquired (Adult) Hernia;</li><li>3.12.3. Angiography;</li></ul>	

3.12.4. Venography;	
3.12.5. Angioplasty;	
3.12.6. 24 hours ambulatory blood pressure	
monitoring;	
3.12.7. Arthroscopic Knee Surgery;	
3.12.8. Chemotherapy (whether oral or	
intravenous);	
, ·	
3.12.9. Cryosurgery;	
3.12.10.Dialysis;	
3.12.11.Echocardiography with Doppler and	
contrast study;	
3.12.12.Electromyelography with nerve	
conduction;	
3.12.13.Endoscopic Procedure;	
3.12.14.Eye, ear, nose, and throat care	
including:	
3.12.14.1. Cataract surgery; Cost of lens	
shall not exceed Twenty	
Thousand Pesos (₱20,000.00)	
per eye;	
3.12.14.2. Laser eye treatment except to	
correct error of refraction;	
3.12.14.3. Endoscopic sinus surgery;	
3.12.14.4. Laser Tonsillectomy;	
3.12.14.5. Fluorescein Angiogram;	
3.12.15.Hyperalimentation	
3.12.16.Hysteroscopic Myoma Resection;	
3.12.17.Laparoscopic Cholecystectomy;	
3.12.18.Laser Treatment for Retinal	
Detachment and Glaucoma;	
3.12.19.Lithotripsy;	
3.12.20.Mammography;	
3.12.21.M-Mode Echocardiogram;	
3.12.22.MRA (Magnetic Resonance	
Angiogram)	
3.12.23.Neuroscan;	
3.12.24.Nuclear/Radioactive Isotope Scans	
(thyroid, bone, cardiovascular, and	
other organ systems) ultrasound, and	
brachytherapy (except the cost of	
radioactive pellets called seeds);	
3.12.25.Orthopedic surgery excluding the	
cost of surgically implanted internal	
devices;	
3.12.26.Pelvic Laparoscopy;	
3.12.27.Physical Therapy; up to twelve (12)	

	sessions per member per contract	
	year;	
	.Radiotherapy;	
3.12.29	.Sclerotherapy up to a maximum of	
	Seventy-Five Thousand Pesos	
	(₱75,000.00) per member per	
	contract year;	
3.12.30	Bone Marrow and other organ	
	transplant up to MBL;	
3.12.31		
	(Diagnostic/Therapeutic or	
	Combined Test);	
3.12.32	Speech Therapy up to twelve (12)	
	sessions per member per contract	
	year;	
3 12 33	.Thallium Scintigraphy;	
	Treadmill stress test;	
	Transurethral Microwave Therapy;	
	.Pulmonary Therapy (up to 10	
5.12.50	sessions); and	
3.12.37		
5.12.37	sophisticated laboratory and	
	diagnostic procedures that are new	
	in the market and are available,	
	including RT-PCR test, Swab test,	
	and Saliva test for Covid-19, among	
	others, shall be covered if medically	
	prescribed	
3.13 Other	Hospitalization/In-patient benefits	
3.13. Other shall inc	1 1	
shall inc	iude:	
2 12 1	For each concentral disease up to a	
5.15.1.	For each congenital disease up to a	
	maximum of One Hundred	
	Thousand Pesos (P 100,000.00) per	
2 12 2	member;	
3.13.2.	Maternity assistance benefit for	
	female members, whether single or	
	married, up to one (1) pregnancy per	
	contract year (one [1] live birth	
	only), up to the maximum amount of	
	Seventy-Five Thousand Pesos	
	(₱75,000.00) per event for normal	
	spontaneous delivery or up to the	
	maximum amount of One Hundred	
	Thousand Pesos (₱100,000.00) per	

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	<ul> <li>event for Caesarian Section, and Fifty Thousand Pesos (₱50,000.00) for 2 &amp; 3 regardless of the underlying cause; and</li> <li>3.13.3. Expenses due to any complication which may arise by reason of the deliveries, whether normal or caesarian, or intra-operative complication of 3 &amp; 3 up to the MBL.</li> </ul>	
4 Preventive Services	4.1. Administration of anti-influenza vaccine once a year;	
	4.2. Annual Physical Examination (APE) to be conducted once a year at any accredited HMO clinics. The APE shall include the following:	
	<ul> <li>4.2.1. Physical Examination;</li> <li>4.2.2. Chest X-ray;</li> <li>4.2.3. Eye Refraction;</li> <li>4.2.4. Fecalysis;</li> <li>4.2.5. Urinalysis;</li> <li>4.2.6. Complete Blood Count (CBC);</li> </ul>	
	<ul> <li>4.2.7. Electrocardiogram (ECG) for plan holder's above twenty-one (21) years old;</li> <li>4.2.8. Blood chemistry consisting of FBS, Creatinine, Lipid Profile and SGPT for plan holder thirty (30) years old and above;</li> <li>4.2.9. Mammography and Pap Smear for</li> </ul>	
	females thirty-five (35) years old and above or if prescribed;	
5 Dental Care	<ul><li>5.1. Oral prophylaxis (Bi-Annual);</li><li>5.2. Ordinary tooth astroctions and drainage of</li></ul>	
Services	5.2. Ordinary tooth extractions and drainage of abscess;	
	5.3. Temporary restorations (unlimited fillings, pain management);	
	5.4. Permanent fillings of four (4) teeth;	
	5.5. Treatment of mouth lesions, wounds, and burns;	

	5.6. Re-cementation of fixed bridges, loose jackets, crowns, inlays, and onlays;
	5.7. Restorative Prosthodontic Treatment (including cost of Plastic dentures, not exceeding Five Thousand Pesos (₱5,000.00);
	5.8. Simple adjustment of dentures;
	5.9. Orthodontic and Temporomandibular Joint (TMJ) consultations; and
	5.10. Two (2) Root Canal Treatments.
6 Mental Health Care Services	6.1. HMO coverage up to maximum of Fifty Thousand Pesos (₱50,000.00) (In-patient and out-patient) per contract year which includes:
	<ul> <li>1.1.1. Accredited Psychiatrist's Professional Fee (In-patient and out- patient);</li> <li>1.1.2. Accredited Clinical Psychologist's Professional Fee;</li> <li>1.1.3. Psychological Testing; and</li> <li>1.1.4. Diagnostic Procedures/Laboratories.</li> </ul>
	<ul> <li>6.2. Reimbursement of up to Twenty-five thousand pesos (₱25,000.00) per contract per year for non-accredited Psychiatrist and Clinical Psychologist which includes all items pertaining to 6.1. The reimbursement claim must be filed within thirty (30) calendar days from the date of availment and must include the following:</li> </ul>
	<ul> <li>6.2.1. Original Official Receipt;</li> <li>6.2.2. Medical Certificate;</li> <li>6.2.3. Doctor's Prescription (for medicines); and</li> <li>6.2.4. Other documents as required by the HMO.</li> </ul>

# **TERMS OF REFERENCE**

#### PROCUREMENT OF HEALTH CARE INSURANCE FROM PRIVATE HEALTH MAINTENANCE ORGANIZATION (HMO) FOR THE EMPLOYEES OF THE NATIONAL DEVELOPMENT COMPANY (NDC)

#### BACKGROUND

The National Development Company (NDC) is a government-owned and controlled corporation tasked to invest in diverse industries and catalyze inclusive growth for the country. NDC recognizes its people as one of its valuable resources in fulfilling its mandate. Currently, NDC has a total number of warm bodies/filled-up Plantilla positions of thirty-six (36) consisting of thirteen (13) and twenty-three (23) men and women, respectively, based on the sex-disaggregated data by the Human Resource Department.

The Civil Service Commission (CSC) is the central government agency of the government. Under the CSC Law, rules, and regulations, it is prescribed that there shall be a health program in the government aimed at improving the working conditions of the employees, and according to CSC through its Chairman Karlo B. Nograles, "Research shows that employees in good health are more likely to deliver optimal performance in the workplace because, not only do they have better quality of life, but they also benefit from having a lower risk of disease, illness, or injury,"

On the other hand, the Philippine Health Insurance Corporation (PHIC) is the government arm for ensuring the availability of funds to extend hospitalization and sickness benefits to public officials and employees.

PHIC, however, acknowledges that currently there are health programs and benefits that are not being covered by PHIC and in this regard has issued Advisory No. 2024-2022, in reconciling Executive Order 150 entitled "Approving the Compensation and Position Classification System (CPCS) and Index of Occupational Services, Position Titles, and Job Grades for GOCCs (IOS-G) Framework, Repealing Executive Order No. 203 (s.2016), and for other purposes" with Commission on Audit (COA) Resolution No. 2024-004 entitled "Amendment of Commission on Audit (COA) Resolution No. 2005-001" dated February 3, 2005, on the Procurement of Health Care Insurance from Private Insurance Agencies, the COA has permitted the purchase of healthcare service coverage from Health Maintenance Organization (HMO) provided that the "programs or benefits covered therein are not yet covered or provided by the Philippine Health Insurance Commission (PHIC)".

#### MAGNA CARTA OF WOMEN

RA 9710 or the Magna Carta of Women is a comprehensive women's human rights law that seeks to eliminate discrimination through the recognition, protection, fulfillment, and promotion of the rights of Filipino women, especially those belonging to the marginalized sectors of society.

The Magna Carta of Women spells out among others, the woman's right to comprehensive health services and health information and education covering all stages of a woman's life cycle, and which addresses the major causes of women's mortality and morbidity, including access to among others, maternal care, responsible, ethical, legal, safe and effective methods of family planning, and encouraging healthy lifestyle activities to prevent diseases;

The Management of NDC, in recognition and support of this mandate in its workplace, through the initiative of the NDC League of Employees for Excellence, Ardor and Professionalism (NDC-LEAP), shall provide and ensure the health and welfare of its employees most especially its women employees as anchored under RA 9710.

# **PROCUREMENT OF PRIVATE HMO FOR NDC (the "Project")**

In view of the above developments, the NDC seeks to procure under the provisions of the RA 9184 (Procurement Law), a private Health Maintenance Organization (HMO) to cover the hospitalization and medical needs including the Annual Physical Examination (APE) of its employees, excluded in the program and benefits of PHIC, under the following terms and conditions:

Membership Eligibility

- 1. The following shall be covered by the NDC's Private HMO:
  - 1.1 All plantilla employees both regular and co-terminus;
  - 1.2 On voluntary basis provided that they pay their corresponding premium as billed by the HMO:
    - a. All qualified dependents of Plantilla employee;
    - b. Contractual and agency service personnel and their qualified dependents;
    - c. Consultants and their qualified dependents; and
    - d. NDC Subsidiaries and their qualified dependents.
- 2. Enrollment for membership shall be done at the start of the contract year and the membership shall be effective until the end of the contract year.
- 3. NDC Employees who enter the service after the execution of the contract but within the contract period shall be covered effective on the date of their appointment or hiring as certified by the Human Resource (HR) Unit. The corresponding premiums shall be pro-rated accordingly.
- 4. NDC Employees who are separated due to retirement, resignation, transfer to another office, or dismissal for cause shall be covered up to the end of contract year when he/she is separated from the service. However, he/she pays his/her part of the premium for the remaining period within thirty (30) days from the date of separation.

5. NDC Employees may opt to secure a higher coverage subject to their payment of the additional premium amount.

## TERMS OF AGREEMENT

#### HMO Qualification Criteria

- 1. Must be duly registered with the National Health Insurance Commission and licensed to operate as HMO, HMO Broker and Health Insurance Aggregator;
- 2. At least five (5) years of experience in administering/managing government or private accounts on nationwide basis; and
- 3. With at least one (1) existing contract with an annual premium equivalent to at least fifty percent (50%) of the total Approved Budget for this Contract (ABC) or should have completed at least three (3) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC.

#### Services and Benefits

The package of benefits under the NDC Health Care Insurance shall include the following:

- 1. **Out-Patient Services** shall include:
  - 1.1. Professional fees and charges for consultation and management by accredited doctors, specialist/s, and sub-specialist/s;
  - 1.2. Referrals and the corresponding fees/charges for prescribed special diagnostic procedures and other modern modalities of treatment up to the Maximum Coverage Limits (MCL) such as, but not limited to, the following:
    - 1.12.1. All prescribed diagnostic procedures such as but not limited to X-ray, ECG, Hematology, Blood Chemistry, including Pap Smear for women and PSA for men, and Real-Time Polymerase ChainReaction Test (RT-PCR), Rapid Antibody Test, Rapid Antigen Test, Saliva Test for Covid-19, if medically prescribed;
    - 1.12.2. Diagnostic and Therapeutic Ultrasound;
    - 1.12.3. Radiographic studies;
    - 1.12.4. Rhinoscopic, Bronchoscopic, and/or endoscopic exams;
    - 1.12.5. 3D Imaging, CT scan, and/or MRI and/or PET Scan of body organs or regions;
    - 1.12.6. All forms of Echocardiography and Treadmill Stress Test and other cardiac diagnostic, such as Nuclear Cardiac Perfusion study and angiography; Electromyography with Nerve Conduction Tests;
    - 1.12.7. Mammography;
    - 1.12.8. Peritoneal or Hemodialysis up to the maximum coverage limits;
    - 1.12.9. Cancer treatment to include radiotherapy and chemotherapy (whether oral or intravenous), bone marrow transplant and brachytherapy, and others, up to the maximum coverage limits;

- 1.12.10. Eye, ear, nose, and throat treatment;
- 1.12.11. Coverage for cataract extraction or glaucoma laser treatment up to the MCL and lens in an amount not exceeding ₱20,000.00 per eye.
- 1.3. Pre-natal and post-natal care. Pre-natal care shall include consultation and laboratory examinations. Laboratory examinations for purposes of pre-natal care shall include all of the following:
  - 1.3.1. Complete Blood Count;
  - 1.3.2. Blood typing;
  - 1.3.3. Urinalysis;
  - 1.3.4. Plain Pelvic Ultrasound; and
  - 1.3.5. Additional tests (in this case, only the initial test shall be covered) may form part of pre-natal care, as may be determined by the attending OB-GYN, which shall include tests for Hepatitis B antigen, VDRL, and/or Oral Glucose challenge test and/or oral glucose tolerance test.
- 1.4. Treatment of minor injuries and illnesses;
- 1.5. Minor surgeries not requiring confinement (e.g., excision of cysts and other superficial mass/es);
- 1.6. Speech and physical therapy up to 12 sessions per member per contract year;
- 1.7. Pulmonary Rehabilitation Therapy (post COVID-19) up to 10 sessions;
- 1.8. Cauterization of warts up to a maximum of ₱5,000.00 per member per contract year;
- 1.9. Excision of moles (malignant or suspected to be malignant) up to maximum of ₱10,000.00 per member per contract year;
- 1.10. All expenses for out-patient services rendered in accredited hospitals or clinics and done by an accredited physician, specialist or sub-specialist shall be on a "no cash-out basis" and shall be covered up to the Maximum Benefit Limits (MBL) based on the HMO's prevailing Relative Value Units (RVU) rates;
- 1.11. In case the patient prefers a non-accredited physician or specialist of his or her choice, the professional fees shall be settled first by the patient subject to reimbursement by the HMO based on prevailing RVU (Relative Value Unit) rates;
- 1.12. Expenses in non-accredited hospitals shall be reimbursed based on the HMO's existing RVU rates:

- 1.12.1. Payment in excess of what is allowed shall be shouldered by the patient; and
- 1.12.2. Information on the HMO's prevailing surgical and hospital rates shall be provided in advance by the HMO's for the information of the members.
- 2. Emergency Care Services shall be provided for a member who is in severe pain or suffers a serious illness or injury due to sudden and unexpected occurrence which requires immediate medical or surgical intervention to alleviate the pain or to prevent the loss of life or limb or any vital part of the body. Emergency care services shall not be limited to the Emergency Room and shall include:
  - 2.13.1. Emergency Doctor or Specialist services;
  - 2.2. Emergency room fees, as well as fees of other hospital facilities used in the emergency treatment;
  - 2.3. Surgery or treatment of lacerations and other injuries;
  - 2.4. Medicines and/or drugs for emergency treatment;
  - 2.5. X-ray, laboratory examinations, and all diagnostic procedures necessary for the emergency management of the patient;
  - 2.6. Oxygen, intravenous fluids, blood transfusions, and human blood products;
  - 2.7. Dressings, sutures and plaster casts;
  - 2.8. Active and passive immunization/vaccines against tetanus, snake venoms, human bites, and rabies (initial and subsequent doses shall be covered up to Thirty Thousand Pesos (₱30,000.00));
  - 2.9. Ground ambulance service from the patient's residence or his/her location to the nearest hospital;
  - 2.10. All other services, items, and supplies necessary for the emergency management of the patient;
  - 2.11. All expenses for emergency care services, enumerated in this Paragraph 2 (except 2.8), which were used in the emergency treatment of the patient in an accredited hospital or clinic and by an accredited physician, specialist, and/or sub-specialist shall be covered up to the MBL and provided on a "no cash-out basis."
    - 2.11.1. If at the time of the emergency, the accredited hospital has no room available corresponding to the member's room and board category, room and board may be upgraded to the next higher room (except suite room).

The HMO shall cover the difference in the room rates and other roombased charges or incremental costs for the first 24 hours.

- 2.12. All expenses for the emergency care services, enumerated in this Paragraph 2, which were used in the emergency treatment of the patient in a non-accredited hospital or clinic and by a non-accredited physician, specialist and/or subspecialist shall be covered and will be reimbursed as follows:
  - 2.12.1. In areas where the HMO has no accredited hospital or clinic, the HMO shall reimburse all expenses including doctor's fees incurred by the patient up to the MBL;
  - 2.12.2. In areas where the HMO has an accredited hospital or clinic, the HMO shall reimburse all expenses including doctor's fees incurred by the patient based on the HMO's existing RVU rates as if the patient had been confined in the accredited hospital or clinic and/or seen by accredited physicians, specialists and/or sub-specialists.
- 2.13. The transfer of a patient from a non-accredited hospital to an accredited hospital shall be covered by the HMO up to the MBL in the following situations only:
  - 2.13.1. In serious or life-threatening cases where the immediate transfer of the patient is medically contraindicated, 100% of actual expenses shall be defrayed by the HMO including ground ambulance transfer until transfer is eventually effected;
  - 2.13.2. In cases where the patient refuses to be transferred, 100% of the fees and charges shall be reimbursed by the HMO based on the HMO's existing RVU rates as if the patient had been confined in an accredited hospital and/or seen by an accredited physician or specialist; and
  - 2.13.3. In serious or life-threatening cases where the immediate transfer is an absolute necessity for the patient's survival, the HMO shall defray 100% of all related expenses until transfer is eventually effected.
- 3. Hospitalization/In-Patient Services shall include:
  - 3.1. Room and Board Large Open Private rooms and board accommodation available within the MBL for Principal members and option to choose between Private and Semi-private for Dependents.
    - 3.1.1. If the appropriate room and board accommodation are not available at the time of confinement in a non-emergency case, the patient has the option to avail of a higher room and board accommodation, but he/she shall pay the difference in the room rates and other room-based charges or incremental costs;
    - 3.1.2. Operating Room and Recovery Room Services and their charges up to the MBL; and
    - 3.1.3. Intensive Care Unit (ICU)/Cardiac Care Unit (CCU) up to the MBL.

- 3.2. Professional services of accredited physician/s, specialist/s, sub-specialist/s, and/or consultant/s. More consultants or specialists may be called in when necessary;
- 3.3. Drugs and medicines for use in the hospital;
- 3.4. Whole blood and human blood products, transfusions, and intravenous fluids, including blood screening and cross matching;
- 3.5. X-ray and laboratory examinations;
- 3.6. Complete coverage of all diagnostic procedures and examinations including but not limited to MRI, CT scan, EEG, Ultrasound, Holter monitoring, cardiac catheterization, and other state of the art diagnostic and therapeutic procedures deemed necessary, including Covid-19 tests, whenever necessary;
- 3.7. Anesthesia and its administration;
- 3.8. Oxygen and its administration;
- 3.9. Dressings, sutures, plaster casts, and other miscellaneous supplies necessary for treatment;
- 3.10. Standard nursing services;
- 3.11. Hospital admission kit;
- 3.12. Complete coverage of the following modalities of treatment and diagnostic procedures up to the MCL, unless otherwise specified, to include:
  - 3.12.1. 3D Imaging;
  - 3.12.2. Acquired (Adult) Hernia;
  - 3.12.3. Angiography;
  - 3.12.4. Venography;
  - 3.12.5. Angioplasty;
  - 3.12.6. 24 hours ambulatory blood pressure monitoring;
  - 3.12.7. Arthroscopic Knee Surgery;
  - 3.12.8. Chemotherapy (whether oral or intravenous);
  - 3.12.9. Cryosurgery;
  - 3.12.10. Dialysis;
  - 3.12.11. Echocardiography with Doppler and contrast study;
  - 3.12.12. Electromyelography with nerve conduction;
  - 3.12.13. Endoscopic Procedure;
  - 3.12.14. Eye, ear, nose, and throat care including:

- 3.12.14.1. Cataract surgery; Cost of lens shall not exceed Twenty Thousand Pesos (₱20,000.00) per eye;
- 3.12.14.2. Laser eye treatment except to correct error of refraction;
- 3.12.14.3. Endoscopic sinus surgery;
- 3.12.14.4. Laser Tonsillectomy;
- 3.12.14.5. Fluorescein Angiogram;
- 3.12.15. Hyperalimentation;
- 3.12.16. Hysteroscopic Myoma Resection;
- 3.12.17. Laparoscopic Cholecystectomy;
- 3.12.18. Laser Treatment for Retinal Detachment and Glaucoma;
- 3.12.19. Lithotripsy;
- 3.12.20. Mammography;
- 3.12.21. M-Mode Echocardiogram;
- 3.12.22. MRA (Magnetic Resonance Angiogram)
- 3.12.23. Neuroscan;
- 3.12.24. Nuclear/Radioactive Isotope Scans (thyroid, bone, cardiovascular, and other organ systems) ultrasound, and brachytherapy (except the cost of radioactive pellets called seeds);
- 3.12.25. Orthopedic surgery excluding the cost of surgically implanted internal devices;
- 3.12.26. Pelvic Laparoscopy;
- 3.12.27. Physical Therapy; up to twelve (12) sessions per member per contract year;
- 3.12.28. Radiotherapy;
- 3.12.29. Sclerotherapy up to a maximum of Seventy-Five Thousand Pesos (₱75,000.00) per member per contract year;
- 3.12.30. Bone Marrow and other organ transplant up to MBL;
- 3.12.31. Sleep Study Test (Diagnostic/Therapeutic or Combined Test);
- 3.12.32. Speech Therapy up to twelve (12) sessions per member per contract year;
- 3.12.33. Thallium Scintigraphy;
- 3.12.34. Treadmill stress test;
- 3.12.35. Transurethral Microwave Therapy;
- 3.12.36. Pulmonary Therapy (up to 10 sessions); and
- 3.12.37. All other special modalities/ sophisticated laboratory and diagnostic procedures that are new in the market and are available, including RT-PCR test, Swab test, and Saliva test for Covid-19, among others, shall be covered if medically prescribed.
- 3.13. Other Hospitalization/In-patient benefits shall include:
  - 3.13.1. For each congenital disease up to a maximum of One Hundred Thousand Pesos (P 100,000.00) per member;
  - 3.13.2. Maternity assistance benefit for female members, whether single or married, up to one (1) pregnancy per contract year (one [1] live birth only), up to the maximum amount of Seventy-Five Thousand Pesos

( $\mathbf{P}75,000.00$ ) per event for normal spontaneous delivery or up to the maximum amount of One Hundred Thousand Pesos ( $\mathbf{P}100,000.00$ ) per event for Caesarian Section, and Fifty Thousand Pesos ( $\mathbf{P}50,000.00$ ) for 2 & 3 regardless of the underlying cause; and

- 3.13.3. Expenses due to any complication which may arise by reason of the deliveries, whether normal or caesarian, or intra-operative complication of 3 & 3 up to the MBL.
- 4. **Preventive Services** shall include:
  - 4.1. Administration of anti-influenza vaccine once a year;
  - 4.2. Annual Physical Examination (APE) to be conducted once a year at any accredited HMO clinics. The APE shall include the following:
    - 4.2.1. Physical Examination;
    - 4.2.2. Chest X-ray;
    - 4.2.3. Eye Refraction;
    - 4.2.4. Fecalysis;
    - 4.2.5. Urinalysis;
    - 4.2.6. Complete Blood Count (CBC);
    - 4.2.7. Electrocardiogram (ECG) for plan holder's above twenty-one (21) years old;
    - 4.2.8. Blood chemistry consisting of FBS, Creatinine, Lipid Profile and SGPT for plan holder thirty (30) years old and above; and
    - 4.2.9. Mammography and Pap Smear for females thirty-five (35) years old and above or if prescribed.
- 5. **Dental Care Services** shall include:
  - 5.1. Oral prophylaxis (Bi-Annual);
  - 5.2. Ordinary tooth extractions and drainage of abscess;
  - 5.3. Temporary restorations (unlimited fillings, pain management);
  - 5.4. Permanent fillings of four (4) teeth;
  - 5.5. Treatment of mouth lesions, wounds, and burns;
  - 5.6. Re-cementation of fixed bridges, loose jackets, crowns, inlays, and onlays;
  - 5.7. Restorative Prosthodontic Treatment (including cost of Plastic dentures, not exceeding Five Thousand Pesos (₱5,000.00);
  - 5.8. Simple adjustment of dentures;
  - 5.9. Orthodontic and Temporomandibular Joint (TMJ) consultations; and
  - 5.10. Two (2) Root Canal Treatments.

#### 6. Mental Health Care Services shall include:

6.1. HMO coverage up to maximum of Fifty Thousand Pesos (₱50,000.00) (Inpatient and out-patient) per contract year which includes:

- 6.1.1. Accredited Psychiatrist's Professional Fee (In-patient and out-patient);
- 6.1.2. Accredited Clinical Psychologist's Professional Fee;
- 6.1.3. Psychological Testing; and
- 6.1.4. Diagnostic Procedures/Laboratories.
- 6.2. Reimbursement of up to Twenty-five thousand pesos (₱25,000.00) per contract per year for non-accredited Psychiatrist and Clinical Psychologist which includes all items pertaining to 6.1. The reimbursement claim must be filed within thirty (30) calendar days from the date of availment and must include the following:
  - 6.2.1. Original Official Receipt;
  - 6.2.2. Medical Certificate;
  - 6.2.3. Doctor's Prescription (for medicines); and
  - 6.2.4. Other documents as required by the HMO.

#### **TERMS AND CONDITIONS**

- 1. The HMO shall provide for all the services necessary to manage and/or administer the NDC Health Care Plan in accordance with the requirements and conditions set herein.
- 2. The HMO guarantees to deliver efficient and effective service consistent with the objectives and purposes of the contract.
- 3. All Pre-existing Conditions and Illnesses, including Dreaded and Non-Dreaded Illnesses shall be waived or shall be covered up to Maximum Benefit Limit (MBL), subject to exclusions and limitations, upon the effective date of coverage.
- 4. All expenses for Emergency Care Services enumerated in number 2 used in the emergency treatment of the patient and rendered in an accredited hospital or clinic and by an accredited physician, specialist, and/or sub-specialist shall be covered up to the MBL (please refer to Annex A) and provided on a "no cash-out basis."
- 5. All expenses for Emergency Care Services enumerated in number 2 used in the emergency treatment of the patient and rendered in a non-accredited hospital or clinic and by a non-accredited physician, specialist, and/or sub-specialist shall be covered and will be reimbursed as follows:
  - 5.1. In areas where the HMO has no accredited hospital or clinic, the HMO shall reimburse all expenses including doctor's fees incurred by the patient up to the MBL;
  - 5.2. In areas where the HMO has an accredited hospital or clinic, the HMO shall reimburse all expenses including doctor's fees incurred by the patient based on the HMO's existing RVU rates as if the patient had been confined in the accredited

hospital or clinic and/or seen by accredited physicians, specialists and/or sub-specialists.

- 6. All expenses for Hospitalization/In-patient Services such as, but not limited to, professional fees, laboratory and other diagnostic services, referrals, medicines, and other drugs used in the treatment of the patient and rendered in an accredited hospital or clinic, and by an accredited physician/s, specialist/s and/or sub-specialist/s, shall be covered up to the MBL.
- 7. The professional services of a non-accredited physician, specialist, or sub-specialist rendered to a member while hospitalized for non-emergency treatment in a non-accredited hospital will be reimbursed based on the HMO's existing RVU rates.
  - 7.1. Expenses in excess of what is allowed shall be shouldered by the patient;
  - 7.2. Information on the HMO's prevailing surgical and hospital rates shall be provided within thirty (30) days from the execution of contract by the HMO for the information of the members.
- 8. All expenses for Out-patient Services rendered in any accredited hospital or clinic and done by an accredited physician, specialist, and sub-specialist shall be on a "no cash-out basis" and will be covered up to the MBL based on the HMO's existing RVU rates.
- 9. In case it becomes inevitable or necessary for an accredited physician or specialist to refer the member to a non-accredited physician, specialist, or sub-specialist, 100% of the actual professional fees based on existing RVU rates shall be settled by the HMO directly with the non-accredited physician. In case the patient prefers a non-accredited physician, the professional fees shall be settled first by the patient subject to reimbursement by the HMO based on prevailing RVU rates.
- 10. Expenses in non-accredited hospitals shall be reimbursed in accordance with No. 7 above. However, the transfer of a patient from a non-accredited hospital to an accredited hospital shall be covered by the HMO up to the MBL in the following situations only:
  - 10.1. In serious or life-threatening cases where the immediate transfer of the patient is medically contraindicated, 100% of actual expenses shall be defrayed by the HMO, including ground ambulance transfer until transfer is eventually effected;
  - 10.2. In cases where the patient refuses to be transferred, 100% of the fees and charges shall be reimbursed by the HMO based on the HMO's existing RVU rates as if the patient had been confined in an accredited hospital and/or seen by an accredited physician or specialist;
  - 10.3. In serious or life-threatening cases where the immediate transfer by any means is an absolute necessity for the patient's survival, the HMO shall defray 100% of all related expenses until transfer is eventually effected
- 11. All claims for reimbursement, if any, must be submitted to the HMO within thirty (30) working days from the date of discharge or consultation and shall be paid within twenty

(20) working days from submission of claim provided all necessary supporting documents are submitted.

- 12. The HMO shall provide liaison officers, coordinators (preferably hospital-based), and hotline services as follows:
  - 12.1. Liaison officers, coordinators (preferably hospital-based), and hotline services for Emergency Care Services and Hospitalization/In-Patient Services shall be made available on a 24-hour 7-day basis; and
  - 12.2. Designated Medical Coordinators and/or accredited doctors and dentists in hospitals and/or clinics for Out-Patient Services shall be available from 8 a.m. to 5 p.m., from Monday to Saturday. The designated Medical Coordinator must be a physician who shall be responsible for coordinating and overseeing the required healthcare services and benefits of the patient. He/she will initially examine, treat or refer patients to a specialist/s and/or sub-specialist/s, order diagnostic tests, prescribe the medicines and/or drugs, and arrange for the hospital confinement of the member whenever necessary.
- 13. The HMO shall be required to submit the following:
  - 13.1. A Utilization Report containing the following information, among others: Services (Emergency Care, Hospitalization/In-Patient, Out-Patient, Reimbursements, Dental Care, Annual Physical Examination, etc.) and benefits availed of and amount of utilization, the census of cases according to illness, age, sex, and duration of hospitalization. These reports shall be submitted on a semestral basis to NDC-HR within sixty (60) days counted from the end of every semester;
  - 13.2. An updated list of Healthcare Provider coordinators, accredited hospitals, clinics, physicians, and dentists, including centers accredited for special services such as but not limited to dialysis, eye care, animal bites or poisoning management, slimming, and biometric programs. These informational materials shall be submitted, within thirty (30) days from execution of the contract to NDC-HR; and
  - 13.3. Announcements/Pamphlets/Member Guideline Booklets for proper information and dissemination shall be sent by the Healthcare Provider within thirty (30) days from execution of the contract directly to the NDC-HR.
- 14. To effectively monitor contract compliance and observations and concerns regarding the delivery of services and benefits under the Plan, the NDC-HR are designated as the Healthcare Plan Coordinators, and will be tasked with coordinating with the HMO and/or his authorized representatives.
- 15. The benefits under the PhilHealth and/or Employees Compensation Commission (ECC) are deemed integrated with the benefits under this Plan. Hence, the HMO shall not be required to pay or advance the cost of benefits under PhilHealth and/or ECC. In case of hospital confinements, members should accomplish and submit the required PhilHealth Claim Form. Otherwise, the HMO shall not be required to pay the PhilHealth portion of

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

- 16. If the member's bodily injuries are claimed to have been caused by an act or omission of a third party through a motor vehicle, the services and benefits shall be covered if the member executes an agreement to subrogate the HMO to whatever rights the member may have by reason of the accident or event that gave rise to the claim.
- 17. The HMO shall maintain a satisfactory standard of competency, conduct, and integrity among its employees. In this regard, the HMO shall act on complaints/feedbacks brought to its attention by the NDC.

#### ROOM & BOARD AND MAXIMUM BENEFIT LIMIT (MBL)

Open Private with Two Hundred Fifty Thousand Pesos (P 250,000.00) per illness, per member, per year.

### **CONTRACT DURATION**

The Terms and Conditions of this Contract shall be effective for a period of one (1) year, which shall commence upon signing of the contract.

#### **APPROVED BUDGET FOR THE CONTRACT (ABC)**

The ABC for this contract is One Million Four Hundred Forty Thousand Pesos (₱1,440,000.00), inclusive of VAT covering the thirty-six (36) Plantilla employees. Prospective bidders are invited to bid based on the above-stated ABC, while also indicating the corresponding Rate of Premium inclusive of VAT for each member covered.

Payment of NDC shall be based on the number of actually Plantilla positions at the start of the contract year multiplied by the corresponding rate of premium per member subject to existing accounting and auditing rules and regulations. It shall be made on a quarterly basis or every three months. The premium of newly hired Employees shall be pro-rated accordingly.

#### PERFORMANCE SECURITY

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

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

# **Statement of All 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

**Business Name** : **Business Address** 2 a. Date of Contract Amount of Owner's Name a. b. Duration of Contract and Name of the b. Address the Contract Kinds of Goods Value of Contract Telephone c. c. Expected Outstanding Nos. Date of Contract Completion Ongoing **Contracts Awarded But Not Yet Started** 

Note: Use additional sheets if necessary.

Submitted by	:	(Printed Name & Signature)
Designation	:	
Date	:	

Annex "D"

# Statement of Single Largest Completed Contract (SLCC) (Similar to the contract to be bid, within the past five (5) years prior to the date of submission and receipt of bids, the value of which must be at least fifty percent (50%) of the ABC)

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

Business Address :

Name of the Contract	a. Owner's Name b. Address c. Telephone Nos.	Kinds of Goods	Amount of Completed Contract	<ul> <li>a. Date of Contract</li> <li>b. Duration of the Contract</li> <li>c. Date of Contract Completion</li> </ul>	Certificate of Completion issued by the client or official receipt(s) for the SLCC

Note: Attach certified true copy of Certificate of Completion issued by the client or Certified True Copy of official receipt(s) for the SLCC.

Submitted by	:	(Printed Name & Signature)
Designation	:	
Date	:	

## **BID-SECURING DECLARATION**

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

x-----x

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

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

I/We, the undersigned, declare that:

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

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

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

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

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

### NAME OF NOTARY PUBLIC

nmissior	n	
	until	
No		
[date iss	sued], [place	e issued]
date iss	sued], [place	e issued]
	No [date is:	

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

# Omnibus Sworn Statement

(shall be submitted with the bid)

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, <u>by itself or by relation, membership, association, affiliation, or</u> <u>controlling interest with another blacklisted person or entity as defined and</u> <u>provided for in the Uniform Guidelines on Blacklisting:</u>

- 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

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

Annex "G"

#### Bid Form for the Procurement of Goods [shall be submitted with the Bid]

#### BID FORM

Date : \_\_\_\_\_ Project Identification No. : \_\_\_\_\_

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

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.

#### [Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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

Name and address Amount and Purpose of of agentCurrencyCommission or gratuity

(if none, state "None") ]

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

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

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

# Detailed Financial Bid for the Procurement of Health Care Insurance from Private Health Maintenance Organization (HMO) for the Employees of the National Development Company (NDC) (2<sup>ND</sup> PUBLIC BIDDING)

ITEM NUMBER	DESCRIPTION	QUANTITY	TOTAL
1	Health Care Services with accreditation from major hospitals	36 employees (as of June 2024)	

**Note**: Specifying a zero (0) or a dash (-) in the financial bid would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for (ITB 28.3a).

TOTAL: PESOS		(₱	)
	(AMOUNT IN WORDS)	、	

Submitted by:

(Company Name)

(Name and Signature of Bidder/Authorized Representative)

(Designation)

Date