

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

**Procurement of Health Care
Service Provider for the
Bases Conversion and
Development Authority
(BCDA)
CY 2017-2018**

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Section I. Invitation to Bid

INVITATION TO BID FOR HEALTH CARE SERVICE PROVIDER FOR THE BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)

1. The Bases Conversion and Development Authority (BCDA), through its Corporate Operating Budget intends to apply the sum of **FOUR MILLION THREE HUNDRED FIFTY THOUSAND PESOS (Php 4,350,000.00)** or Php 30,000.00 per principal member being the Approved Budget for the Contract (ABC) to payments under the contract for the services of a Health Care Service Provider for 145 principal members (as of 31 March 2017). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. BCDA now invites bids for services of a Health Care Service Provider for 145 principal members (as of 31 March 2017) effective June 1, 2017 to May 31, 2018. Delivery of the Goods is required for one (1) year which 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 the last three (3) years from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, 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. Interested bidders may obtain further information from the BCDA Bids and Awards Committee (BAC) for Goods Secretariat and inspect the Bidding Documents at the address given below from Monday to Friday, from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **21 April 2017**, at the BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st St. corner 2nd Ave., Bonifacio Global City, Taguig City and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos Only (Php 5,000.00).

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of BCDA (www.bcda.gov.ph), provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. BCDA will hold a Pre-Bid Conference on **28 April 2017, 2:00 p.m.**, at the BCDA Corporate Center, with the same address given above, which shall be open to prospective bidders.
7. Bids must be duly submitted at the **BCDA Central Receiving and Releasing Area (CRRA)** at the address below on or before **15 May 2017, 1:00 PM**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 18**.

Bid opening shall be on **15 May 2017, 2:00 p.m.**, at the BCDA Corporate Center, with the same address given above. Bids will be opened in the presence of the bidders' representatives who choose to attend. Late bids shall not be accepted.

8. BCDA reserves the right to waive minor defects in form and requirement as long as they do not affect the genuineness and authenticity of the documents submitted.
9. BCDA reserves the right to accept or reject any and all bids, to annul or cancel the bidding process, to 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.
10. For further information, please refer to:

Merlinda A. Parducho
Head, BAC for Goods Secretariat
Bases Conversion and Development Authority
BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center
31st St. corner 2nd Ave., Bonifacio Global City, Taguig City
(02) 575-1700 local 1739
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BIDS AND AWARDS COMMITTEE FOR GOODS

By:


AILEEN ANNUNCIACION R. ZOSA
Chairperson

Section II. Instructions to Bidders

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A. General

1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

4. Conflict of Interest

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of

interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and

- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

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

5. Eligible Bidders

- 5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:
 - (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines; and
 - (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
 - (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

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

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

$NFCC = [(Current\ assets\ minus\ current\ liabilities)\ (15)]$ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

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

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

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

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).

- 6.2. The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.

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

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

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

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

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

7. Origin of Goods

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

8. Subcontracts

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

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

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

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

- 12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:
 - (a) Eligibility Documents –

Class “A” Documents:

(i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.

(ii) Statement 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

Statement of the Bidder’s SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

(ii.1) name of the contract;

(ii.2) date of the contract;

(ii.3) contract duration;

(ii.4) owner’s name and address;

(ii.5) kinds of Goods;

(ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;

(ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA’s consumer price index, if necessary for the purpose of meeting the SLCC requirement;

(ii.8) date of delivery; and

(ii.9) end user’s acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.

(iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class “B” Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.
- (b) Technical Documents –
 - (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
 - (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
 - (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
 - (iv) For foreign bidders claiming eligibility by reason of their country’s extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
- (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
 - (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
 - (c) Any other document related to the financial component of the bid as stated in the **BDS**.

- 13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
 - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
 - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
 - (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) For Goods offered from within the Procuring Entity's country:
 - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
 - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
 - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - (iv) The price of other (incidental) services, if any, listed in the **BDS**.
 - (b) For Goods offered from abroad:
 - (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - (ii) The price of other (incidental) services, if any, listed in the **BDS**.

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

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

16. Bid Currencies

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

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of

their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

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

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(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.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Two percent (2%)
<p>(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.</p>	Five percent (5%)

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

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
 - (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
 - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;

- (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

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

- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

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

22. Late Bids

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

23. Modification and Withdrawal of Bids

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with **ITB** Clause 20, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of

Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
 - (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required

under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.

- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

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

26. Clarification of Bids

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

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
- (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
- (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
- (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.

28.2. The Lowest Calculated Bid shall be determined in two steps:

- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
- (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:

- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0)

or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 28.3.

29. Post-Qualification

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

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

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as

ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

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

F. Award of Contract

31. Contract Award

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

32. Signing of the Contract

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

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

33. Performance Security

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

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank:	

<p>Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(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.</p>	<p>Thirty percent (30%)</p>

33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

34. Notice to Proceed

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

35. Protest Mechanism

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause							
1.1	<p>The Procuring Entity is the Bases Conversion and Development Authority (BCDA).</p> <p>The name of the Contract is Bidding of Health Care Service Provider for BCDA.</p>						
1.2	<p>The lot(s) and reference is/are:</p> <p>Bidding of Health Care Service Provider for BCDA CY2016-2017</p>						
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through BCDA's Corporate Operating Budget for 2017 in the amount of FOUR MILLION THREE HUNDRED FIFTY THOUSAND PESOS (Php 4,350,000.00) for 145 principal members (as of 31 March 2017) or Php 30,000.00 per principal member.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Contract Period</th> <th style="text-align: center;">PARTICULARS / SPECIFICATIONS</th> <th style="text-align: center;">Approved Budget for the Contract (ABC)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">One (1) year</td> <td style="text-align: center;">Health Service Provider for 145 Principal Members (as of 31 March 2017)</td> <td style="text-align: center;">P 4,350,000.00 (inclusive of VAT and other applicable taxes)</td> </tr> </tbody> </table> <p>The name of the Project is: Services of a Health Care Service Provider for BCDA.</p>	Contract Period	PARTICULARS / SPECIFICATIONS	Approved Budget for the Contract (ABC)	One (1) year	Health Service Provider for 145 Principal Members (as of 31 March 2017)	P 4,350,000.00 (inclusive of VAT and other applicable taxes)
Contract Period	PARTICULARS / SPECIFICATIONS	Approved Budget for the Contract (ABC)					
One (1) year	Health Service Provider for 145 Principal Members (as of 31 March 2017)	P 4,350,000.00 (inclusive of VAT and other applicable taxes)					
3.1	No further instructions.						
5.1	Must have Clearance to operate as an HMO issued by the Bureau of Health Facilities and Services of the Department of Health and/or License to operate issued by the Insurance Commission in case of insurance companies.						
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.						

5.4	<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;">or</p> <p>- two similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC.</p> <p>For this purpose, similar contracts shall refer to contracts involving supply of Health Care Services/HMO Services.</p>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	<p>The Procuring Entity will hold a pre-bid conference for this Project on <i>20 April 2017, 2:00 p.m.</i> at the BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st St. corner 2nd Ave., Bonifacio Global City, Taguig City.</p>
10.1	<p>The Procuring Entity's address is:</p> <p>BCDA Corporate Center 2nd Floor, Bonifacio Technology Center 31st St. corner 2nd Ave., Bonifacio Global City, Taguig City</p>
12.1(a)	<p>Additional eligibility documents:</p> <p>(i) 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> <p>(ii) List of accredited hospitals and clinics, with corresponding list of accredited doctors.</p> <p>Please refer to Section IX. Checklist of Requirements for complete list of eligibility and technical requirements.</p>
12.1(a)(ii)	<p>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.</p>
13.1	No additional requirements.

13.1(b)	No further instructions.
13.1(c)	No additional requirements.
13.2	The ABC is FOUR MILLION THREE HUNDRED FIFTY THOUSAND PESOS (Php 4,350,000.00) for 145 principal members (as of 31 March 2017) or Php 30,000.00 per principal member. Any bid with a financial component exceeding this amount shall not be accepted.
15.4(a)(iv)	No incidental services are required.
15.4(b)	Not applicable. No incidental services are required.
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Not applicable.
17.1	Bids will be valid for one hundred twenty (120) days from bid submission.
18.1	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 87,000.00 (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 217,500.00 (5% of ABC) if bid security is in Surety Bond.
18.2	The bid security shall be valid for one hundred twenty (120) days from bid submission.
20.3	Each Bidder shall submit one (1) original and one (1) copy of the first and second components of its bid.

20.4	<p>There shall be two (2) big envelopes – the Original and the Copy. Inside each of the two (2) big envelopes are two (2) small envelopes – Eligibility Documents and Financial Proposals, to be MARKED as follows:</p> <table border="1" data-bbox="411 347 1364 593"> <tr> <td>BIG Envelope (1)</td> <td>Mark as “ORIGINAL BID”</td> </tr> <tr> <td>Small Envelope</td> <td>Mark as “ORIGINAL Eligibility Documents”</td> </tr> <tr> <td>Small Envelope</td> <td>Mark as “ORIGINAL Financial Proposal”</td> </tr> </table> <table border="1" data-bbox="411 622 1364 869"> <tr> <td>BIG Envelope (2)</td> <td>Mark as “COPY of BID”</td> </tr> <tr> <td>Small Envelope</td> <td>Mark as “COPY of Eligibility Documents”</td> </tr> <tr> <td>Small Envelope</td> <td>Mark as “COPY of Financial Proposal”</td> </tr> </table> <p>SAMPLE COVER OF ENVELOPES:</p> <table border="1" data-bbox="411 974 1364 1523"> <tr> <td style="text-align: right;">(ORIGINAL or COPY) ELIGIBILITY DOCUMENTS</td> </tr> <tr> <td>THE CHAIRPERSON BAC FOR GOODS</td> </tr> <tr> <td>BIDDING FOR HEALTH CARE SERVICE PROVIDER FOR BCDA (CY 2017-2018)</td> </tr> <tr> <td>BIDDER’S COMPANY NAME (All CAPS): _____</td> </tr> <tr> <td>ADDRESS (All CAPS): _____</td> </tr> <tr> <td>TEL. NOS. _____ FAX NOS. _____</td> </tr> <tr> <td style="text-align: center;">“DO NOT OPEN BEFORE <u>08 MAY 2017, 2:00 P.M.</u>”</td> </tr> </table>	BIG Envelope (1)	Mark as “ORIGINAL BID”	Small Envelope	Mark as “ORIGINAL Eligibility Documents”	Small Envelope	Mark as “ORIGINAL Financial Proposal”	BIG Envelope (2)	Mark as “COPY of BID”	Small Envelope	Mark as “COPY of Eligibility Documents”	Small Envelope	Mark as “COPY of Financial Proposal”	(ORIGINAL or COPY) ELIGIBILITY DOCUMENTS	THE CHAIRPERSON BAC FOR GOODS	BIDDING FOR HEALTH CARE SERVICE PROVIDER FOR BCDA (CY 2017-2018)	BIDDER’S COMPANY NAME (All CAPS): _____	ADDRESS (All CAPS): _____	TEL. NOS. _____ FAX NOS. _____	“DO NOT OPEN BEFORE <u>08 MAY 2017, 2:00 P.M.</u>”
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“DO NOT OPEN BEFORE <u>08 MAY 2017, 2:00 P.M.</u>”																				
21	<p>The address for submission of bids is:</p> <p>Central Receiving and Releasing Area (CRRRA) Bases Conversion and Development Authority BCDA Corporate Center 2nd Floor, Bonifacio Technology Center 31st St. corner 2nd Ave., Bonifacio Global City, Taguig City</p> <p>The deadline for submission of bids is <i>May</i> __, <i>2017</i> at _____.</p>																			

24.1	<p>The place of bid opening is BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st St. corner 2nd Ave., Bonifacio Global City, Taguig City.</p> <p>The date and time of bid opening is <i>08 May 2017, 2:00 p.m.</i></p>
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3 (a)	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
28.4	No further instructions.
29.2	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.
32.4(f)	No additional requirement.

Section IV. General Conditions of Contract

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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

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

- (n) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

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

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

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

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the

SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

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

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon

prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

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

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

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

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;

- (b) The Supplier has no pending claims for labor and materials filed against it; and
- (c) Other terms specified in the SCC.

13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

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

17. Warranty

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

may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

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

19. Liquidated Damages

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

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

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

22. Force Majeure

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

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

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

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
 - (b) Drawing up or using forged documents;
 - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

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

29. Contract Amendment

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

30. Application

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause							
1.1(g)	The Procuring Entity is the Bases Conversion and Development Authority (BCDA).						
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .						
1.1(j)	<p>The Funding Source is</p> <p>The Government of the Philippines (GOP) through BCDA's Corporate Operating Budget for 2017 in the amount of FOUR MILLION THREE HUNDRED FIFTY THOUSAND PESOS (Php 4,350,000.00) for 145 principal members (as of 31 March 2017) or Php 30,000.00 per principal member.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Contract Period</th> <th style="text-align: center;">PARTICULARS / SPECIFICATIONS</th> <th style="text-align: center;">Approved Budget for the Contract (ABC)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">One (1) year</td> <td style="text-align: center;">Health Service Provider for 145 Principal Members (as of 31 March 2017)</td> <td style="text-align: center;">P 4,350,000.00 (inclusive of VAT and other applicable taxes)</td> </tr> </tbody> </table>	Contract Period	PARTICULARS / SPECIFICATIONS	Approved Budget for the Contract (ABC)	One (1) year	Health Service Provider for 145 Principal Members (as of 31 March 2017)	P 4,350,000.00 (inclusive of VAT and other applicable taxes)
Contract Period	PARTICULARS / SPECIFICATIONS	Approved Budget for the Contract (ABC)					
One (1) year	Health Service Provider for 145 Principal Members (as of 31 March 2017)	P 4,350,000.00 (inclusive of VAT and other applicable taxes)					
1.1(k)	Not applicable.						
2.1	No further instructions.						
5.1	<p>The Procuring Entity's address for Notices is:</p> <p>VIVENCIO B. DIZON President and CEO Bases Conversion and Development Authority BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center 31st St. corner 2nd Ave., Bonifacio Global City, Taguig City</p> <p>Tel. No. (632) 575-1700</p> <p>The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i></p>						
6.2	<p>Delivery and Documents –</p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.</p>						

The Delivery terms of this Contract shall be as follows:

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements

For purposes of this Clause the Procuring Entity's Representative at the Project Site is

PATRICK ROEHL C. FRANCISCO
Department Manager III
Organization Development and Management Department
Bases Conversion and Development Authority

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

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

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 –

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

	<p>named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC Clause 22.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.4	No further instructions. Maintain the GCC Clause.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
16.1	None.
17.3	One (1) year after acceptance by the Procuring Entity of the delivered Goods.
17.4	The period for correction of defects in the warranty period is one (1) year.
21.1	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.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Health Care Services	145 (as of 31 March 2017		One (1) year (01 June 2017 to 31 May 2018

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance (Comply/Not Comply)
Membership Eligibility for Principal	All bonafide employees of BCDA (married couples who are both employees of BCDA shall each be considered as principal members)	
	All bonafide employees of BCDA's subsidiaries which BCDA may, at its sole discretion, include as principal members (married couples who are both employees of the BCDA subsidiary shall each be considered as principal members)	
	Other individuals who render services to BCDA whom BCDA, at its sole discretion, may include 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.	
Membership Eligibility for Dependents	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;	
	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;	
	All dependents who are enrolled with BCDA's current health care service provider regardless of age and civil status shall be covered for the duration of the contract.	

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder/Supplier

Number of Dependents	The number of dependents shall in no way depend on the number of principal members.	
Maximum Coverage Benefit for Principal Members	P380,000/illness/year	
Options for Dependent Members	<ul style="list-style-type: none"> • P380,000.00/illness/year • P325,000.00/illness/year • P275,000.00/illness/year • P225,000.00/illness/year • P125,000.00/illness/year • 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. 	
Out-Patient Benefit	<p>Any reasonable number of consultations, during regular clinic hours</p> <p>Eye, ear, nose and throat (EENT) care</p> <p>Treatment for minor injuries such as lacerations, mild burns, sprains & strains, fractures, etc., excluding the cost of medicines</p> <p>X-rays, laboratory examinations and diagnostic procedures prescribed by the Hospital Coordinators and accredited specialists;</p> <p>Referrals to affiliated specialists;</p> <p>Minor surgical procedures not requiring confinement</p> <p>Total of fourteen (14) pre & postnatal consultations excluding laboratory work-ups</p>	
Preventive Healthcare	<p>Immunization, excluding the cost of vaccines</p> <p>Medical management of health problems</p> <p>Health education and counseling on diets and exercises</p> <p>Family planning counseling</p> <p>Record keeping of medical history</p> <p>Annual Physical Examination (APE) to be conducted at ActiveOne BGC, Taguig City.</p>	

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder/Supplier

Preventive Healthcare	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 adults thirty-five (35) years old & above; or if medically indicated and prescribed by accredited HMO health professional	
	i) Pap Smear for females thirty-five (35) years of age or older; or if medically indicated and prescribed by accredited HMO health professional	
Ambulatory laboratory services at ActiveOne		
In-Patient Care	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	
	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 <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		

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder/Supplier

In-Patient Care	o) Eye Laser Therapy (for cataract extraction, retinal detachment and glaucoma, <i>except for correction of error of refraction such as myopia, astigmatism & hyperopia</i>)	
	p) Flourescein Angiogram	
	q) Gamma Knife Surgery	
	r) Herniorraphy <i>acquired cases</i>	
	s) Hysterescopic 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) 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 <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		

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder/Supplier

In-Patient Care	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 Fifty Thousand Pesos (P50,000.00)	
	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;		

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder/Supplier

In-Patient Care	Allergy Testing shall be covered up to Seven Thousand Five Hundred Pesos (P7,500.00)/year and Tuberculin Test covered up to Six Hundred Pesos (P600.00)/year when prescribed and not to be done during Annual Physical Examination	
	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 Twenty Thousand Pesos only (P20,000.00) 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 based on rate of Health Care Service Provider	
	All other items deemed necessary by the attending physician for the medical management of the patient	
Emergency Benefit	Emergency Room Treatment	
	<ul style="list-style-type: none"> • professional fees • medications used for immediate relief of symptoms • nebulization • dressings • sutures for wounds • cast (<i>except fiberglass supplies</i>) • first dose of anti-tetanus serum (ATS) • administration of anti-tetanus vaccine (inclusive of cost of vaccine, professional fees and other related materials and fees) 	

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder/Supplier

Emergency Benefit	<ul style="list-style-type: none"> • 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 	
	<ul style="list-style-type: none"> • diagnostic examinations 	
	<ul style="list-style-type: none"> • other medical services related to the emergency management of the treated planholder: 100% actual charges for covered items only 	
	Emergency Care in Accredited Hospital full coverage	
	Emergency Care in Non-Accredited Hospital reimbursible 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.	

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder/Supplier

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 Coordinators in said Hospital to include the following hospitals:	
	• 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)	
	• St. Luke's Medical Center-Global City (SLMC-Global City)	
Medico-legal Cases	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.	
Ambulance Service	Coverage of cost of Ambulance Service by land based on the limits stipulated below per conduction:	
	HOSPITAL	
	• Accredited to Accredited (Metro Manila) – Unlimited	
	• Accredited to Accredited (Province to Manila) – P5,000.00 per conduction	
	• Non-Accredited to Accredited (Metro Manila) – Unlimited	
	• Non-Accredited to Accredited (Province to Manila) – P5,000.00 per conduction	
Dental Care	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	

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder/Supplier

Dental Care	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		
Financial Assistance	Financial assistance of Fifty Thousand Pesos (P50,000.00) in case of natural or accidental death of a principal member.	
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, 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.	
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.	

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder/Supplier

Special Concession	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.	
Designation of Liaison Officer	The Health Care Service Provider shall designate a liaison officer who shall serve as the point person for the concerns of BCDA and its planholders.	
Extension of Coverage	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.	
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 (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%	
Utilization Report	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.	

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder/Supplier

Pre-Existing Coverage	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 Twenty Thousand Pesos only (P20,000.00) during the first three (3) months; after the three (3) month period, pre-existing coverage shall be up to the Maximum Coverage Benefit;	
Membership Card	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.	
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:	
	• 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%	

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder/Supplier

Membership Inclusion and Cancellation	• 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	
Claims Procedure	All claims for reimbursement must be submitted or forwarded to the Head Office within sixty (60) calendar days from the date of availment.	
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 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).	
Immediate Coverage	The winning Health Care Service Provider shall commit to provide immediate coverage starting June 1, 2017 pending finalization and execution of the contract.	

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder/Supplier

Section VIII. Bidding Forms

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Financial Proposal Form

Date: _____
Invitation to Bid No.: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to ***Bid for the Health Care Provider for BCDA for CY 2017-2018*** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

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

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

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

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder*, has the full

power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Draft Contract for Health Care Services

THE PUBLIC IS INFORMED:

This CONTRACT is executed between:

The BASES CONVERSION AND DEVELOPMENT AUTHORITY, a government instrumentality vested with corporate powers, created by virtue of Republic Act No. 7227, as amended, with office and postal address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st Street Corner 2nd Avenue, Bonifacio Global City, Taguig City, represented herein by its President and CEO, VIVENCIO B. DIZON, who is duly authorized for this purpose under Item 2(c), Subject 8.02, Section VIII of the BCDA's Revised Manual of Approval dated 05 August 2010, hereinafter referred to as "BCDA";

- and -

_____, a Corporation duly organized and existing under Philippine laws, with principal office at _____, represented in this act by its _____, _____, duly authorized for this purpose as evidence by the Secretary's Certificate issued _____, a certified true copy of which is hereto attached as Annex "A" and made an integral part hereof, hereinafter referred to as the "CONTRACTOR";

BCDA and the CONTRACTOR may hereinafter be referred to collectively as "PARTIES" and individually as "PARTY".

- ANTECEDENTS -

BCDA is mandated under Republic Act No. 7227, as amended by Republic Act No. 7917, to accelerate the sound and balanced conversion into alternative productive uses of the military reservations and their extensions, to raise funds by the sale of portions of Metro Manila military camps, and to apply said funds for the development and conversion into alternative productive uses of these properties;

In pursuance of its mandate, BCDA is committed to look after the welfare of its employees in order to maintain a healthy workforce to ensure productivity;

Pursuant to the Omnibus Rules Implementing Book V of Executive Order No. 292, each agency shall be responsible for the creation of an atmosphere conducive to the improvement of employee morale and towards this end, make provisions for the establishment of units responsible for the maintenance of employee health and welfare, among others;

BCDA is in need of a health care service provider to service the health care needs of its employees and for this purpose, conducted a bidding in compliance with Republic Act No. 9184 for the selection of a health care service provider to provide said health care services;

Upon evaluation of the eligibility documents and bids, the Bids and Awards Committee (BAC) for Goods recommended that the Contract for Health Care Services be awarded to the CONTRACTOR since the proposal submitted by it has been found to be the most favorable and advantageous to BCDA;

The BCDA President and CEO approved the recommendation of the BAC for Goods and awarded the contract to the said CONTRACTOR;

ACCORDINGLY, for and in consideration of the foregoing premises, and for the stipulations and conditions hereinafter stated, the parties hereto hereby agree and bind themselves to the following:

I. CONTRACT DOCUMENTS

- A. The following documents shall form integral parts of this Contract as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of the Contract, or by mutual agreement of both Parties in writing, and by the provisions of relevant laws, codes, ordinances, rules and regulations of the government:

Annex "A" - CONTRACTOR's Secretary's Certificate;

Annex "B" - Bidding Documents;

Annex "C" - CONTRACTOR's Bid, including the Eligibility requirements, Technical and Financial Proposals and all other documents/statements submitted;

Annex "D" - Performance Security;

Annex "E" - Notice of Award with CONTRACTOR's "Conforme";

Annex "F" - Tax Clearance issued by BIR

Annex "G" - Other pertinent documents as may be required by BCDA and the Commission on Audit (COA).

- B. All contract documents are and shall remain property of BCDA.
- C. All documents which have been or may hereinafter be executed by the Parties shall likewise form integral parts of this Contract.
- D. It is expressly agreed and understood that in case of conflict between this Contract and the provisions of the Contract Documents incorporated as forming integral parts hereof, the former shall prevail.

II. DEFINITION OF TERMS

- A. "COORDINATOR" means a licensed physician whose services have been engaged by the CONTRACTOR to provide, among others, the following services to Planholders: medical consultations and treatment, prescriptions, referrals to accredited specialist/s hospital, clinic, requests for laboratory examinations, and arrangement for services, including but not limited to, hospitalization.
- B. "ACCREDITED SPECIALIST" means physicians engaged by the CONTRACTOR to provide specialty care and to whom the Coordinator may refer the Planholder.
- C. "ACCREDITED HOSPITAL" means any public or private hospital contracted by the CONTRACTOR to provide medical and hospital services to Planholders under terms and conditions specified in this Contract.
- D. "ACCREDITED MEDICAL CLINIC" means a duly licensed out-patient medical and Health Care facility as the CONTRACTOR may establish or designate for the purpose of providing out-patient care to Planholders. It shall also mean a private medical facility which is capable of providing complete medical, diagnostic and therapeutic facilities, and which the CONTRACTOR has an existing Mutual Accreditation Agreement with.
- E. "HEALTH PROFESSIONALS" means duly accredited physicians, nurses, and allied health professionals who have been duly authorized by the CONTRACTOR to provide medical services to Planholders.

- F. "ID CARD" means the Membership Identification Card issued by the CONTRACTOR to the Planholder. It contains, among others, the following information: name of the Planholder, ID number, card number, Planholder's signature and other membership information which the CONTRACTOR may deem necessary to include therein.
- G. "CONTRACT": This Contract for Health Care Services executed by and between BCDA and the CONTRACTOR contains the effective date, benefits, coverage, claims, limitations and exclusion of benefits, mode of payment of membership fees, termination of coverage and other matters relevant to the relationship between the Planholder and CONTRACTOR. The application for membership duly submitted by the accepted Planholder, and the ID Card, form part of this Contract for Health Care Services, together with any and all endorsements, which may be incorporated thereto.
- H. "CONVALESCENT CARE", "INTERMEDIARY CARE" and/or "REHABILITATION CARE" means care to help restore a Planholder's ability to function: as normally as possible after a disabling illness or injury.
- I. "CUSTODIAL OR MAINTENANCE CARE": Care furnished primarily to provide room and board (which may or may not include nursing care, training, personal hygiene, and other forms of self or supervisory care); or care furnished to a person who is physically or mentally disabled or both: and
1. who is not under any specific medical, surgical or psychiatric treatment to reduce the existing disability to the extent medically necessary to enable the patient to live outside an institution providing such care; or
 2. when despite such treatment, there is no reasonable possibility that the disability will be reduced or diminished.
- J. "DOMICILIARY CARE" means care provided in a Planholder's residence.
- K. "DUE DATE" means the date when Membership Fees should be received by the CONTRACTOR office as determined by the agreed mode of payment. For annual mode of payment, this pertains to the Effective Date of the Contract. For other modes of payment, this refers to the Effective Date and all the first days of the period covered by the mode of payment.
- L. "EFFECTIVE DATE" means the date this Contract shall take effect from 12:00 a.m., Philippine time, of the date of commencement as specified in the Contract and shall terminate at exactly 11:59 p.m., of the date of the expiration, also as specified in the Contract, unless pre-terminated as provided in this Contract. It is understood that the reckoning point of time shall be the time as reflected in the BCDA head office.
- M. "IN-PATIENT MEDICAL SERVICES" means medical services provided to a Planholder confined in an Accredited Hospital under the services of a Health Professional. It includes accommodation, medicines and supplies, professional services, laboratory, diagnostic examinations and/or ancillary procedures normally furnished and charged by the Accredited Hospital to a registered bed patient.
- N. "OUT-PATIENT SERVICES" means medical services provided to a Planholder in the office or clinic of a Health Professional. It includes consultations, treatment and requests for laboratory, diagnostic examinations and/or ancillary procedures, but not as an in-patient.
- O. "EMERGENCY CONDITION" An illness or injury of unexpected onset that manifests itself by acute symptoms sufficient severity or severe pain, which at the time of occurrence, in the absence of immediate medical attention, could reasonably appear to have the potential of causing: (1) serious bodily dysfunction; (2) immediate disability; and/or (3) death.
- P. "PLANHOLDER" means the principal member or his/her enrolled dependent/s

1. "PRINCIPAL MEMBER" means an employee of BCDA and its subsidiaries, or any individual who render services to BCDA whom BCDA, at its sole discretion may include, who are enrolled under Private Plan covered by this Contract.
 2. "DEPENDENT" means:
 - a. The lawful spouse;
 - b. All eligible (legitimate, illegitimate or adopted) children and stepchildren of the principal, from fifteen (15) days old to twenty-one (21) years old;
 - c. Both parents below sixty-five (65) years old, if the employee is single or a widow/er with no children;
 - d. 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.
 - e. All dependents who are enrolled with BCDA's health care service provider for the previous contract period regardless of age and civil status.
- Q. "SOPHISTICATED PROCEDURE" Treatment procedure/s or diagnostic examination/s for which there are no comparable conventional or traditional equivalents or counterparts.
- R. "NEW MODALITIES" New treatment procedure/s add or examination/s that have been generally accepted as medically necessary for the diagnosis and/or treatment of specific medical conditions, and for which there are no comparable conventional or traditional equivalents or counterparts.
- S. "SCREENING TEST" A test for a particular disease done on members who have no signs and symptoms of the disease.
- T. "CONGENITAL DISORDERS" Conditions that maybe manifested at birth or recognized until later in life, which are medically considered to be the result of either genetic abnormalities, errors of intrauterine morphogenesis or development, or a chromosomal abnormality.
- U. "PHIC" means the Philippine Health Insurance Corporation (a.k.a. Philhealth) established under Republic Act No. 7875, otherwise known as the "National Health Insurance Act of 1995".
- V. "SERVICE AREA" means the territorial jurisdiction of the Republic of the Philippines.
- W. "MEDICO-LEGAL CASE" is 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.
- X. "MAXIMUM COVERAGE BENEFIT" means, notwithstanding any provisions to the contrary, the aggregate liability of the CONTRACTOR for all benefits under this Contract, per illness per contract year, not to exceed the limits specified in Annex "C". The Maximum Coverage Benefit shall include all covered expenses incurred in undergoing the treatment for an illness or injury, inclusive of Philhealth (PHIC) benefits.

III. PRINCIPAL MEMBERSHIP

A. Eligibility for Principal Membership

1. All employees of BCDA and its subsidiaries, which BCDA may include at its sole discretion, are eligible for principal membership in the Private Plan under this Contract.
2. BCDA, at its sole discretion, may include other individuals who render services to BCDA as principal members.
3. It is a pre-requisite that all enrollees must be members of the PHIC in good standing before they are included as Planholders under this Contract. However, in case, there are Planholders

enrolled who are not PHIC members, such Planholders shall pay and be accountable for the PHIC portion of the total hospital bills and professional fees as determined by the hospital.

4. The number of employees/principal members may increase or decrease at the discretion of BCDA depending on the manpower complement of BCDA.
5. BCDA reserves the right to include or delete Planholders upon notification to the CONTRACTOR, subject to the same terms and conditions herein provided.

B. Membership Fees

The Schedule of Membership Fees shall be shown in Annex "C". Membership Fees shall be paid by BCDA to the CONTRACTOR on or before the Due Date. Payments shall be made at any of duly authorized payment centers or authorized collectors of the CONTRACTOR. The CONTRACTOR shall issue an Official Receipt for any payment made by BCDA.

Delay in the payment of Membership Fees exceeding thirty (30) days shall give the CONTRACTOR the right to suspend the benefits and privileges of the Planholders in delay.

C. Addition and Deletion of Principal Planholders

The coverage of the additional Principal Members shall be on the date of regularization of his employment with BCDA. Written notice thereof shall be given to the CONTRACTOR within thirty (30) days before or after regularization.

For Planholders enrolled by BCDA after six (6) months from the effective date of this Contract, their Plan Fees and Maximum Coverage Benefit shall be computed on a pro-rata basis proportionate to the remaining months of their membership.

Formula: $MCB/12 \text{ Months} \times \text{Remaining months of membership}$
= PRO-RATED MCB

$PF/12 \text{ Months} \times \text{Remaining months of membership}$
= PRO-RATED PF

Should the Agreement or any Membership covered thereby be pre-terminated, BCDA shall be entitled to a refund of 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.

D. ID Card

The CONTRACTOR will provide 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.

The membership card shall be made available to all members within ten (10) working days upon enrollment.

IV. DEPENDENTS

A. Eligibility for Dependent Membership

Principal Planholders may enroll their Dependents as defined in this Contract. BCDA may, subsequent to the signing of this Contract, request for the inclusion of additional Dependents, or deletion of current Dependents. The number of Dependents shall in no way depend on the number of Principal Members.

B. Enrollment Period

Enrollment period for dependents is limited to thirty (30) days from the date of effectivity of membership of the Principal Member. After the period specified above, the CONTRACTOR may no longer receive, evaluate and accept any designation or application of qualified dependents from any principal member.

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 and/or promoted employees, provided they are enrolled within thirty (30) days of eligibility (e.g. childbirth, marriage, regularization of employment status or job promotion).

C. Hierarchy of Dependents

In the event that not all Dependents of a Principal Member are enrolled, the following decreasing order of preference must be followed:

1. in case of unmarried Principal Members: (i) children; (ii) parents; (iii) siblings;
2. in case of married Principal Members: (i) lawful spouse; (ii) children, from the eldest to the youngest

“DEPENDENT” means:

1. In the case of an unmarried Principal Member, 1st priority - (eldest to youngest) all eligible (legitimate, illegitimate or adopted) children and stepchildren of the principal, from fifteen (15) days old to twenty-one (21) years old; 2nd priority - father below sixty-five (65) years of age; 3rd Priority - mother below sixty-five (65) years of age; and 4th priority - (eldest to youngest sibling) all siblings from fifteen (15) days old to twenty-one (21) years old (There shall be no substitution in the abovementioned hierarchy, except where a dependent is already covered in a plan under a separate health care provider).
2. In the case of a married Principal Member, 1st priority - his/her legitimate spouse who is below sixty-five (65) years of age; 2nd priority - (eldest to youngest children) all eligible (legitimate, illegitimate or adopted) children and stepchildren of the principal, from fifteen (15) days old to twenty-one (21) years old (There shall be no substitution in the abovementioned hierarchy, except where a dependent is already covered in a plan under a separate health care provider).
3. Dependents of Principal Members who were enrolled with BCDA’s previous health care service provider regardless of age and civil status

D. Addition and Deletion of Dependents

The effectivity date of the inclusion of additional Dependents shall be the date of approval by the CONTRACTOR of their application. The effectivity of all deletions in the list of Dependents shall be upon approval by the CONTRACTOR.

V. BENEFITS

A. Covered Services

The CONTRACTOR shall provide to Principal Members and their Dependents within the Service area, the health care services listed herein, and BCDA shall pay the CONTRACTOR the Membership Fees listed in Annex "C", subject to the terms and conditions stated herein.

B. Maximum Coverage Benefit

"MAXIMUM COVERAGE BENEFIT" means, notwithstanding any provisions to the contrary, the aggregate liability of the CONTRACTOR for all benefits under this Contract per illness per contract year, including the out-patient benefit and prescribed medicines limit, not to exceed the limits specified in Annex "C". The Maximum Coverage Benefit shall include all covered expenses incurred in undergoing the treatment for an illness or injury, exclusive of Philhealth (PHIC) benefits.

C. Out-Patient Benefit

1. Any reasonable number of consultations, during regular clinic hours. Expenses for prescribed medicines, nebulization kit and nebuluses 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.

D. 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 Planholders (principal members and dependents) can be availed of starting on the 2nd to 3rd month after the effectivity date to be conducted at the ActiveOne located at 2/F Bonifacio Technology Center, 31st st., cor. 2nd Avenue, Bonifacio Global City, Taguig. 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 adults thirty-five (35) years old & above; or if medically indicated and prescribed by accredited HMO health professional; and
 - i. Pap Smear for females thirty-five (35) years of age or older; or if medically indicated and prescribed by accredited HMO health professional

Planholders can also avail the APE benefit at any accredited HMO clinics. 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 on a quarterly basis can avail of the procedure at the ActiveOne.

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 Maximum Coverage Benefit:

- 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
- 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

- dd. Organ transplants except donors expenses
- ee. Orthopedic Surgery
- ff. Out-patient Chemotherapy
- 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 CONTRACTOR 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, other incidental expenses relative to the procedures.

Provided that:

- a. Included in the maximum liability limits listed above are:
 - i. expenses incurred in undergoing the medical procedures, such as hospitalization expenses and professional fees;
 - ii. expenses due to any condition or complication related to the treated illness or to the procedures above mentioned;
 - iii. expenses due to any recurrence of the treated illness or a repetition of said procedures; and
 - iv. 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 CONTRACTOR 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 Article VII. General Exclusions and Limitations of this Contract;
12. Congenital illnesses/conditions and developmental pediatric disorders of all planholders covered up to a maximum of Fifty Thousand Pesos (P50,000.00);
13. AIDS secondary to accidental blood transfusion or needle injection covered up to the Maximum Coverage Benefit;
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 except genital warts caused by Sexually Transmitted Disease (STD);
16. Allergy Testing shall be covered up to Seven Thousand Five Hundred Pesos (P7,500.00)/year and Tuberculin Test covered up to Six Hundred Pesos (P600.00)/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 Twenty Thousand Pesos only (P20,000.00) 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 based on the rate of the CONTRACTOR;
19. All other items deemed necessary by the attending physician for the medical management of the patient.

Notwithstanding the above provisions, the CONTRACTOR 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.

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). Succeeding treatment and vaccination required shall be covered up to the maximum amount of P5,000.00 per treatment;
- 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 CONTRACTOR within 24 hours after the emergency has commenced and a prescribed referral was issued by an Authorized Physician, and (b) professional services are provided by Accredited Physicians.

In the event that 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 that may result in death, serious disability or significant jeopardy to his/her life. The CONTRACTOR 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 CONTRACTOR.

However, if the planholder who was confined during the emergency case in a non-accredited hospital cannot be transferred due to seriousness of the condition, the CONTRACTOR shall cover the payment for the same on a reimbursement basis, up to the Maximum Coverage Benefit in accordance with the type of plan.

4. Official Business Trip Abroad

The CONTRACTOR shall cover the Planholder's emergency case expense during official business trips abroad of employees, based on the schedule of emergency case in non-accredited hospitals up to the Maximum Benefit Coverage 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 CONTRACTOR, such as when there is no specialist to accredit, the CONTRACTOR 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 CONTRACTOR 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.

G. Network Access

All members are entitled to choose, at their own convenience, any Accredited Hospital, where they want to be treated and where they may consult with any Coordinator(s) in said Hospital, which includes 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

1. All those classified as medico-legal cases, whether in-patient or out-patient, shall be subject to reimbursement, provided that the duly accomplished required documents are submitted.
2. Requirements for No Fault Injuries must be submitted to the CONTRACTOR not later than sixty (60) days from date of discharge.

I. Ambulance Service

The CONTRACTOR shall provide ambulance service based on the following benefits:

1. Emergency call and medical telephone advisory service;
2. Ambulance conduction/service based on the limits stipulated below per conduction:

HOSPITAL	AREA COVERED	MAXIMUM LIMIT
Accredited to Accredited	Metro Manila	Outright coverage subject to MCB
Accredited to Accredited	Province to Manila	P5,000.00 per conduction
Non-Accredited to Accredited	Metro Manila	Outright coverage subject to MCB
Non-Accredited to Accredited	Province to Manila	P5,000.00 per conduction

3. Use of equipment in the ambulance such as defibrillator ECG monitor, suction machine, physician specialists, etc;
4. Medical services/doctor's fees; and
5. Medical supplies (i.e. oxygen, medicine and other consumables)

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 CONTRACTOR 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 and Excess in Room and Board and Incremental Rate Charges

“Excess in Room and Board” means the actual difference in room rates for transfer to a Room and Board accommodation higher than the Planholder's room category.

“Incremental Rate Charges” means the adjustment in charges for hospital ancillary services, professional fees, medicines, operating room and supplies resulting from the transfer by a Planholder to a Room and Board Accommodation not included in his enrolled program and higher than his allowable benefit. It shall be computed as follows:

- A. An additional Thirty Percent (30%) for one step-up transfer shall be charged on top of the Original Charges to a Room and Board accommodation higher in category than the Planholder's allowable benefit (except a Suite Room) (i.e. from Ward to Semi-Private; Semi-Private to Private).
- B. An additional Fifty Percent (50%) for two step-up transfer shall be charged on top of the Original Charges to a Room and Board accommodation higher in category than the Planholder's allowable benefit (except a Suite Room) (i.e. from Ward to Private).

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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

N. Special Concession

Upon signing of the Contract, the CONTRACTOR shall authorize 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 CONTRACTOR shall designate a liaison officer who shall serve as the point person for the concerns of BCDA and its planholders.

P. Extension of Coverage

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 the card and avail his/her benefits until expiry of contract.

Q. Experience Fund

Should the BCDA show cost effective utilization performance for the contract year, the CONTRACTOR 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:

$$\text{Experience Refund} = \frac{[(\text{Annual Membership Fees} \times 30\%) \text{ less} (\text{Actual Utilization of benefits} + \text{IBNR})] \times 50\%}{1}$$

R. Utilization Report

BCDA shall require the CONTRACTOR 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 CONTRACTOR free and harmless from any liability whatsoever, should any member accuse the CONTRACTOR of breach of confidentiality in any civil, criminal or administrative proceedings.

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

VI. PRE-EXISTING CONDITIONS

A. Definition of Pre-Existing Conditions

An illness or injury is considered to be in existence prior to the effective date of the Planholder coverage in any of the following cases:

1. When any professional advice or treatment has been obtained for such illness or injury prior to the said effective date of coverage;
2. Such illness or injury is evident to the Planholder before the effectivity date of his/her membership;
3. The natural history of such illness or injury can be clinically determined to have started prior to the effectivity date of coverage.

The following conditions, among others, when occurring during the first year of coverage after the effective date, are considered pre-existing: (a) Acquired hernias; (b) Benign new growths or tumors (like sebaceous cysts, lipoma, Epidermal inclusion cysts etc.); (c) Bronchial Asthma; (d) Buergher's disease; (e) Chronic ENT conditions requiring surgery (Nasal Polyposis, Chronic Otitis Media, Vocal Fold Polyp/nodules); (f) Eye disorders like cataracts and glaucoma; (g) Fatty liver; (h) Gallbladder diseases like cholecystitis, cholelithiasis; (i) Gastric & duodenal ulcers; (j) Gynecological conditions(endometriosis, myoma, ovarian cysts); (k) Hemorrhoids and anal fistula; (l) Hypertension, atherosclerosis, dyslipidemia; (m) Neurological disorders like Paralysis; (n) Osteoarthritis, gout, hyperuricemia; (o) Peptic Ulcer Disease; (p) Primary Koch's Infection/Tuberculosis; (q) Prostate diseases like benign prostatic hypertrophy; (r) Thyroid disease (Nodular Nontoxic Goiter, Hypothyroidism, Hyperthyroidism); (s) Varicose veins; (t) Any dreaded diseases, if present upon enrollment.

The following are considered dreaded diseases: (a) Cerebrovascular Accident (stroke); (b) Central Nervous System lesions (Poliomyelitis/Meningitis/ Encephalitis neurosurgical conditions); (c) Cardiovascular Disease (Coronary/ Valvular/Hypertensive Heart Disease/Cardiomyopathy); (d) Chronic Obstructive Pulmonary Disease (Chronic Bronchitis/Emphysema), Restrictive Lung Disease; (e) Liver Parenchymal Disease (Cirrhosis, Hepatitis (except Type A), New Growth); (f) Chronic Kidney/Urological disease (Urolithiasis, Obstructive uropathies, etc.); (g) Chronic Gastrointestinal Tract Disease requiring bowel resection and/or anastomosis; (h) Collagen diseases; (i) Diabetes Mellitus and its complications; (j) Malignancies and Blood dyscrasias (Cancer, Leukemias, Idiopathic Thrombocytopenic Purpura); (k) Injuries from accidents or assaults, frustrated homicide or frustrated murder; subject to police report; (l) Complications of an apparent ordinary illness including MODS and SIRS (e.g. sepsis due to pneumonia, typhoid ileitis, kawasaki disease, cerebral malaria, etc.); (m)

Single or multiple organ dysfunction and failure (MODS and MOF); (n) Conditions that may require dialysis; (o) Chronic pain syndrome (greater than six weeks); (p) Any illness or condition other than the above which would require Intensive Care Unit confinement or which may be chronically, persistently or presently life threatening or may result to physical or functional loss of body parts as determined by the attending/accredited physician (subject to the exclusions and limitations of this Contract).

B. 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 Twenty Thousand Pesos only (P20,000.00) during the first three (3) months; after the three (3) month period, pre-existing coverage shall be up to the Maximum Coverage Benefit, unless specifically waived by the Planholder at the onset of membership, or if the illness or injury falls under the provisions on exclusions and limitations stated in this Contract.

VII. GENERAL EXCLUSIONS & LIMITATIONS

A. Non-Transferability of Benefits

The health care benefits under this Contract are personal to the Planholder. Under no circumstance whatsoever shall they be transferred or assigned to another person.

B. Philhealth Benefits

1. Philhealth Members

Benefits under Philippine health Insurance Corporation (PHIC) shall first be deducted before applying any of the benefits due a Planholder under this Contract. Hence, Planholders who are Members of Philippine health Insurance Corporation (PHIC) and/or ECC shall, before discharge, submit to the admitting hospital all documents necessary to avail themselves of the benefits under the said medical insurance program. Failure to do so shall make the Planholder liable for any unclaimed Philippine health Insurance Corporation (PHIC) and/or ECC benefit. The CONTRACTOR is therefore under no obligation to pay or advance the cost of the benefit under Philhealth.

2. Non-Philhealth Members

Planholders who are not members or beneficiaries of Philhealth shall be liable to pay the applicable Philhealth portion of the hospital expenses and professional fees.

3. Deed of Subrogation

A Planholder shall be entitled to the Emergency Care services for injuries sustained in a motor vehicle accident caused by the willful act or negligence of a third party provided that the Planholder, or his legal guardian (if Planholder is a minor), executes a Deed of Subrogation assigning to the CONTRACTOR whatever rights or causes of action that he or his ward may have against the third party or his insurer by reason of the said accident, up to the extent of the value of the services CONTRACTOR has so rendered.

4. No Liability

The CONTRACTOR may not be held liable for any defaults, failures to assist, or delays in the delivery of services herein provided which are due to causes beyond its control, including, but not limited to, acts or any order of government, fires, floods, epidemics, complete or partial destruction of hospital or medical facilities, civil disturbances, strikes and other labor disputes, unduly severe weather, or incidents of war. The CONTRACTOR shall, however, continue to

exert its best efforts to provide health care services to the Member insofar as circumstances will allow.

5. Refusal to Comply with Treatment

The CONTRACTOR shall have no obligation to continue providing health care coverage to Planholders who refuse to comply with any treatment or procedure recommended by a Health Professional, nor shall it be under any obligation to continue providing health care coverage to Planholders who refuse to be discharged from confinement after his/her attending Health Professional has recommended the discharge.

6. Hospital Policy

Hospital care services shall be subject to the rules and regulations of the Accredited Hospital.

7. Exclusions and Limitations

No health care benefits shall be paid for the following:

1. Custodial Care;
2. Domiciliary Care;
3. Convalescent Care;
4. Intermediary Care.
5. Cosmetic treatment surgery; reconstructive surgery to treat congenital deformities and abnormalities, except reconstructive surgery necessary to treat a functional defect resulting from an accidental injury;
6. Unless otherwise provided, maternity care and other conditions resulting from pregnancy;
7. Physical examinations and psychological testing necessary complications for employment, school, Insurance or licensing purposes;
8. Experimental medical procedures and acupuncture;
9. Services to diagnose and reverse infertility or fertility;
10. Purchase or lease of medical equipment, oxygen dispensing equipment, and oxygen, except during covered in-patient care;
11. Long term rehabilitation and psychiatric care;
12. Functional disorders of the mind; alcoholism; and substance addiction or abuse;
13. Treatment of injuries or illness resulting from war, or any combat related activities while in military service;
14. Treatment of injuries or illnesses resulting from attempted suicide or self-destruction, regardless of whether Planholder was sane or insane;
15. Treatment of injuries attributable to the Planholder's own misconduct, gross negligence, intemperate use of drugs or alcoholic liquor, vicious or immoral habits (e.g., sexually transmitted diseases like AIDS, gonorrhea and syphilis, if proven to be acquired through sexual promiscuity), participation in the commission of a crime whether consummated or not, violation of a law or ordinance, and unnecessary exposure to any imminent danger or hazard to health;
16. Oral surgery for purposes of beautification;
17. Treatment of injuries resulting from riots, strikes, and other civil disturbances in which the Planholder is a willing participant;
18. All procedures for screening purposes are not covered.

VIII. PAYMENT OF CLAIMS

A. Claims Procedure

All claims for reimbursement must be submitted or forwarded to the CONTRACTOR's Head Office within sixty (60) calendar days after the discharge from the hospital. Failure to do so shall invalidate the claim.

1. Emergency confinement in non-accredited hospital attended by a non-accredited doctor
 - a. Duly filled-up claim form signed by Planholder and the attending physician
 - b. Clinical Abstract
 - c. Medical Certificate to include complete final diagnosis
 - d. Surgical/Operative report if an operation was done
 - e. Original Official Receipt paid to hospital and doctor
 - f. Hospital Statement of account and corresponding charge slips
 - g. Police Report if due to accident or medico-legal case

2. Emergency confinement in an accredited hospital attended to by a non-accredited doctor
 - a. Duly filled-up claim form signed by Planholder and the attending physician
 - b. Clinical Abstract
 - c. Medical Certificate to include complete final diagnosis
 - d. Original Official Receipt paid to hospital and doctor
 - e. Hospital Statement of account and corresponding charge slips
 - f. Police Report if due to accident or medico-legal case
 - g. Incident report stating the reason why the Planholder was not admitted under the services of an accredited doctor

3. Out-Patient emergency consultation / treatment in areas where there are accredited hospitals / clinics
 - a. Duly filled-up claim form signed by Planholder and the attending physician
 - b. Medical Certificate to include complete final diagnosis
 - c. Original Official Receipt paid to hospital and doctor
 - d. Incident report
 - e. Police Report if due to accident or medico-legal case

4. Out-Patient emergency or non-emergency consultation / treatment in areas where there are no accredited doctors / hospitals / clinics
 - a. Duly filled-up claim form signed by Planholder and the attending physician
 - b. Medical Certificate to include complete final diagnosis
 - c. Original Official Receipt paid to hospital and doctor
 - d. Incident report
 - e. Police Report if due to accident or medico-legal case

B. Right to Examine Planholder

While the claim is pending, the CONTRACTOR shall have the right to physically examine the Planholder who alleges the injury or illness for which a claim is made.

C. Payment of Claim

Payment of the claim shall be made personally to the Planholder, or in case the Planholder is a minor, to the principal Planholder. In case of death of the Planholder, payment shall be made to the BCDA, which hereby agrees to hold such payment in trust for the heirs of the Planholder and to dispose of the same in accordance with law.

D. Reconsideration of Claim

If a claim for reimbursement is disapproved, or if a question arises from the amount reimbursed by the CONTRACTOR, the Planholder shall submit to the CONTRACTOR a written request for reconsideration not later than sixty (60) calendar days from receipt of the disapproved claim advice or questioned reimbursement. The CONTRACTOR shall resolve the request for reconsideration within thirty (30) days upon its receipt.

IX. EFFECTIVITY

A. Effectivity Period

This Contract shall take effect on June 1, 2017 at 12:00 a.m., Philippine time, and shall terminate at exactly 11:59 p.m. of May 31, 2018, unless pre-terminated as provided in this Contract. It is understood that the reckoning point of time shall be that as reflected in BCDA's head office.

B. Extension

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).

C. Termination

This Contract may be pre-terminated by either party subject to the provisions stated herein by serving a written notice to the other party at least thirty (30) days prior to the specified date of pre-termination.

In case of pre-termination, Maximum Coverage Benefits as well as other benefits with limits will be prorated according to the number of months where applicable membership fees were paid. All availments beyond determined limits will be deducted from refundable fees, or will be billed to BCDA, as the case may be.

D. Performance Appraisal

Performance of the CONTRACTOR 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 CONTRACTOR 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).

X. PERFORMANCE SECURITY

Prior to the signing of the Contract, the CONTRACTOR shall post in favor of BCDA a Performance Security to guarantee the CONTRACTOR's faithful performance of all obligations and undertakings under this 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%).

XI. FINAL PROVISIONS

A. OGCC Review

This Contract shall be subject to the review of the Office of the Government Corporate Counsel (OGCC) whose review, comments and amendments shall be incorporated herewith.

B. Arbitration and Venue of Action

Any dispute arising out of or in connection with this Agreement shall be submitted for arbitration guided by the Arbitration Laws of the Philippines. Venue of the arbitration proceedings shall be in the Philippines. Venue of action arising from this Contract shall be exclusively in the proper courts of Taguig City.

C. Non-Waiver of Rights

The failure of one party to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right/remedy that said party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions or covenants. No waiver by any one party or any of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by that party.

D. Representation and Warranties

The parties warrant that they have not offered or given, and will not offer or give to any employee, agent, or representative of either party, any gratuity, with a view toward securing any business from one another, or influencing such persons with respect to terms, conditions or performance of any contract with each other.

E. Separability Clause

If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be thereby affected.

SIGNED BY THE PARTIES this _____, in Taguig City, Philippines.

BASES CONVERSION AND
DEVELOPMENT AUTHORITY

By:

By:

VIVENCIO B. DIZON
President and Chief Executive Officer

WITNESSES:

ACKNOWLEDGMENT

Republic of the Philippines)
City/Municipality of _____) S.S.

BEFORE ME, a Notary Public in and for the City of _____, personally appeared:

Name	Gov't issued ID's/ CTC No.	Date/Place of Issue
Bases Conversion and Development Authority	TIN: 002-291-694-000	Taguig City
VIVENCIO B. DIZON	Passport #EB9583182	14 November 2013
_____	_____	_____
_____	_____	_____

Both known to me and to me known and who have been identified by me through their competent evidence of identity mentioned above to be the same persons who executed the foregoing Contract for Heath Care Services and acknowledged to me that the same is their free act and deed and the entities they represent for the uses and purposes herein stated.

I further certify that the foregoing instrument consists of twenty (20) pages including this page and that each and every page thereof has been signed by the PARTIES and by their witnesses and sealed with my notarial seal.

SIGNED AND SEALED this _____ in _____, Philippines.

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 201__.

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Bank Guarantee Form for Advance Payment

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

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

x-----x

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

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

I/We¹, 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.

¹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Bases Conversion and Development Authority

Name of the Project

Location of the Project

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 = 15 (current asset - current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

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.

Section IX. Checklist of Requirements

CHECKLIST OF REQUIREMENTS FOR BIDDERS

EACH AND EVERY PAGE OF THE BID FORM, INCLUDING THE SCHEDULE OF PRICES, UNDER SECTION VIII HEREOF, SHALL BE SIGNED BY THE DULY AUTHORIZED REPRESENTATIVE/S OF THE BIDDER. FAILURE TO DO SO SHALL BE A GROUND FOR THE REJECTION OF THE BID AND PROPERLY TABBED AS FOLLOWS:

Envelope 1

Eligibility Requirements	Tab Number
<p>1. PhilGEPS Certificate of Registration under Platinum membership or in case of Blue membership, the following Class “A” Eligibility Documents:</p>	A
<p>(i) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives</p>	
<p>(ii) Mayor’s/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas</p> <p>In cases of recently expired Mayor’s/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post qualification requirement in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184.</p>	
<p>(iii) Tax clearance per E.O. 398, 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</p>	
<p>2. 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>	B
<p>3. List of accredited hospitals and clinics, with corresponding list of accredited doctors</p>	C

4. 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	D
5. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid equivalent to at least fifty percent (50%) of the ABC or two similar contracts with an aggregate amount equivalent to at least fifty percent (50%) of the ABC within the last three (3) years from the date of submission and receipt of bids	E
Supported by the following documents: (i) Contract or Purchase Order; and (ii) Certificate of Acceptance or Official Receipt of Last Payment)	
6. Computation of Net Financial Contracting Capacity (NFCC) in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank in lieu of its NFCC computation	F
7. Audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission	
8. If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR	G
9. Bid security in accordance with ITB Clause 18	H
10. Conformity with Schedule of Requirements, Section VI	I
11. Conformity with Technical Specifications, Section VII	J
12. Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms	K

Envelope 2

Financial Proposal	L
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Section X. List of Active Employees

BASES CONVERSION AND DEVELOPMENT AUTHORITY

List of Active Employees (as of 31 March 2017)

NO.	GENDER	BDAY	CSTATUS
1	M	02/24/65	M
2	M	03/09/76	M
3	M	06/11/73	M
4	M	07/27/60	M
5	M	11/18/70	M
6	F	09/15/70	M
7	M	10/25/69	M
8	F	08/23/69	M
9	M	09/10/72	M
10	F	12/30/75	W
11	M	07/13/84	S
12	M	03/03/76	M
13	M	04/22/62	M
14	M	06/03/69	M
15	M	10/04/70	M
16	F	10/24/76	S
17	F	06/18/92	S
18	F	08/31/81	M
19	F	04/09/78	M
20	M	07/05/70	S
21	M	05/06/73	M
22	F	08/18/73	M
23	M	04/12/70	M
24	M	01/14/65	M
25	F	03/20/74	M
26	F	07/25/77	M
27	M	09/27/74	M
28	F	09/01/91	S
29	F	03/08/65	M
30	F	03/03/84	S
31	F	11/02/84	M
32	F	02/08/80	M
33	M	07/19/81	M
34	M	11/05/73	S
35	F	12/23/87	S
36	M	05/11/74	M
37	F	08/26/76	M
38	F	06/06/77	M
39	F	09/04/67	M
40	M	11/25/72	S

NO.	GENDER	BDAY	CSTATUS
41	F	04/12/73	M
42	F	02/02/79	M
43	F	09/07/79	S
44	M	05/16/69	S
45	M	03/19/85	S
46	F	03/18/64	S
47	F	05/18/65	M
48	F	02/26/95	S
49	F	08/13/70	M
50	M	03/24/66	S
51	F	03/09/86	M
52	M	08/18/74	M
53	F	03/24/71	M
54	M	07/22/76	S
55	F	03/12/68	M
56	F	05/17/81	M
57	F	04/22/66	M
58	M	03/06/76	M
59	F	08/19/62	S
60	M	01/13/65	M
61	M	07/25/71	M
62	M	07/28/65	M
63	M	10/22/74	M
64	F	12/19/83	S
65	F	05/17/71	M
66	M	09/20/88	S
67	F	05/03/71	S
68	M	04/06/76	M
69	F	09/06/69	M
70	F	10/09/75	M
71	F	11/26/77	M
72	M	05/04/83	M
73	M	04/20/91	S
74	F	08/02/70	M
75	M	12/29/80	M
76	F	12/15/67	S
77	M	03/24/77	M
78	M	07/15/62	M
79	M	09/11/78	M
80	M	08/21/61	M
81	M	05/03/83	M
82	M	05/25/58	M
83	F	09/17/63	M
84	F	01/04/60	S
85	M	02/22/62	W
86	M	11/26/71	M

NO.	GENDER	BDAY	CSTATUS
87	M	05/06/65	M
88	M	04/27/80	M
89	M	05/30/64	M
90	F	09/11/66	S
91	M	08/17/87	S
92	M	12/29/74	M
93	F	07/31/92	S
94	M	11/02/73	M
95	F	02/05/55	M
96	F	08/18/78	M
97	M	01/06/80	M
98	F	01/29/56	M
99	F	01/26/91	S
100	F	10/09/79	M
101	M	06/27/79	M
102	F	09/06/59	S
103	F	12/23/90	M
104	F	03/02/64	M
105	M	07/27/77	S
106	M	09/02/81	M
107	M	08/02/70	M
108	F	08/21/88	S
109	M	04/03/78	M
110	M	11/04/57	M
111	F	05/02/57	M
112	F	04/18/61	M
113	F	06/11/87	S
114	M	10/02/57	M
115	M	12/10/78	M
116	F	02/13/77	M
117	M	01/29/76	M
118	F	02/12/89	S
119	M	11/08/65	S
120	M	10/19/74	M
121	M	03/11/95	S
122	F	03/12/66	M
123	F	08/12/70	S
124	F	10/10/75	M
125	M	08/14/75	M
126	F	02/11/67	W
127	M	02/26/70	M
128	F	12/29/76	S
129	F	09/14/78	M
130	M	10/26/72	M
131	M	08/18/62	M
132	F	03/09/72	S

NO.	GENDER	BDAY	CSTATUS
133	F	03/18/81	M
134	M	10/16/84	M
135	M	03/20/79	M
136	F	11/19/73	M
137	F	11/15/68	M
138	M	06/24/70	M
139	F	02/14/78	M
140	F	06/19/78	M
141	M	12/08/78	M
142	M	05/21/71	M
143	F	08/10/62	M
144	F	08/10/71	M
145	F	03/26/62	S

Section XI. Schedule of Bidding Activities

BIDDING FOR HEALTHCARE SERVICE PROVIDER FOR BCDA FOR CY 2017-2018

SCHEDULE OF BIDDING ACTIVITIES*

No.	ACTIVITIES	DATE/SCHEDULE (2017)
1	Pre-Procurement Conference	April 7 @ 2PM
2	Posting / Publication (Website, PhilGEPS, BCDA Premises & Newspaper)	April 21- 28
3	Issuance of Bid Documents	April 21 – May 15
4	Pre-Bid Conference	April 28 @ 2PM
5	Deadline for Request for Clarification, if any	May 3 @ 5PM
6	Issuance of Bid Bulletin, if any	May 8
7	Deadline for Submission of the following: <ul style="list-style-type: none"> • Eligibility Requirements • Financial Proposal 	May 15 @ 1:00 PM
8	Opening of the following: <ul style="list-style-type: none"> • Eligibility Requirements • Financial Proposal 	May 15 @ 2:00 PM
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	May 15-16
10	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification	May 17
11	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	May 18-22
12	Deliberation by BAC of the Results of Post-Qualification	May 23
13	Issuance of BAC's Recommendation (based on the Results of Post-Qualification)	May 25
14	Approval of BAC Resolution and Issuance of Notice of Award*	May 29
15	Issuance of Notice to Proceed and Contract Signing	May 30

**Subject to change*

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Republic of the Philippines



Government Procurement Policy Board