

# **PHILIPPINE BIDDING DOCUMENTS**

## **Procurement of the Department of Foreign Affairs' Local Health Insurance Coverage for 01 January to 31 December 2024**

**Government of the Republic of the  
Philippines**

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract,

Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

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

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

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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

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

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

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

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

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





DEPARTMENT OF FOREIGN AFFAIRS  
KAGAWARAN NG UGNAYANG PANLABAS

INVITATION TO BID FOR

***Procurement of Department of Foreign Affairs' Local Health Insurance Coverage for the Period of 01 January to 31 December 2024***

1. The ***Department of Foreign Affairs***, through the ***National Expenditure Program of FY 2024***, intends to apply the sum of **Two Hundred Five Million Eight Hundred Ninety-Four Thousand Six Hundred Forty-Seven Pesos (PhP 205,894,647.00)** only being the ABC to payments under the contract for the ***Procurement of Department of Foreign Affairs' Local Health Insurance Coverage for the Period of 01 January to 31 December 2024***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The ***Department of Foreign Affairs*** now invites bids for the above Procurement Project. Delivery of the Goods is required by ***01 January 2024***. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.  
  
Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from the Department of ***Foreign Affairs*** and inspect the Bidding Documents at the address given below from ***8 A.M. to 5 P.M.***
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***31 October 2023*** from the given address and website(s) below and *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Fifty Thousand Pesos (PhP 50,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means.

6. The Department of Foreign Affairs has scheduled the following activities for the said Project:

Pre-bid	Deadline for Submission and Receipt of Bids	Bid Opening	Post Qualification
08 November 2023 1:00 PM	22 November 2023, 12:00 NN	22 November 2023, 1:00 PM	27 November 2023, 1:00 PM
Venue: All Procurement Activities, except for the submission of bids shall be conducted through Online Video Conference			

The DFA-BAC will hold a Pre-Bid Conference on the above-stated date, which shall be open to all interested bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **12:00 NN on 22 November 2023**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be at **1:00 P.M. on 22 November 2023** via *online video conference*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity online.
10. The **Department of Foreign Affairs** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:
- DFA-BAC Secretariat  
 Department of Foreign Affairs 12th Floor,  
 DFA Main Building  
 2330 Roxas Boulevard, Pasay City 1300  
 Tel. No. 8834-4060 or 8834-4823  
 Email address: bac.secretariat@dfa.gov.ph
12. You may visit the following websites for downloading of Bidding Documents:  
<https://dfa.gov.ph/transparency-dfa/procurements>.

27 October 2023



**MARDOMEL CELO D. MELICOR**  
 Assistant Secretary and  
 Ad Hoc BAC Chairperson

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

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

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

## 1. Scope of Bid

The Procuring Entity, the *Department of Foreign Affairs*, wishes to receive Bids for the ***Procurement of the Department of Foreign Affairs' Local Health Insurance Coverage for the Period of 01 January to 31 December 2024***, with identification number ***PB-GS-20-2023-EP5***.

The Procurement Project (referred to herein as "Project") is composed of One (1) lot, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2024* in the amount of **Two Hundred Five Million Eight Hundred Ninety-Four Thousand Six Hundred Forty-Seven Pesos (PhP 205,894,647.00) only**.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

## 3. Bidding Requirements

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

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

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

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

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

## **5. Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through online video conference as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:

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

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

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid in accordance with the guidelines on the implementation of Early Procurement Activities. Any

Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

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

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

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

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

16.1. The Bidders shall submit on the specified date and time at its physical address as indicated in paragraph 6 of the **IB**.

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

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 6 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

## **18. Domestic Preference**

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



## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 Revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:  
  
Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

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

## 21. Signing of the Contract

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

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

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

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

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

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

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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. the provision of health care coverage in the Philippines;</li> <li>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>
12	<p>The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than Four Million One Hundred Seventeen Thousand Eight Hundred Ninety Two Pesos and 94/100 (PhP 4,117,892.94), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than Ten Million Two Hundred Ninety Four Thousand Seven Hundred Thirty Two Pesos and 35/100 (PhP 10,294,732.35) if bid security is in Surety Bond.</li> </ul>

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

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

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

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

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

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

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

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

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

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

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

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

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

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

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered [<i>indicate place of destination</i>]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>the Department of Foreign Affairs-Human Resources Management Office</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>b. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> <li>c. Provide incidental service requirements, as provided in the Terms of Reference.</li> </ol> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>



	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
	<p><b>Regular and Recurring Services –</b></p> <p><i>[In case of contracts for regular and recurring services, state:]</i> “The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
2.2	<p>The terms of payment shall be as follows:</p> <ol style="list-style-type: none"> <li>a. The Provider shall submit ten (10) equal monthly billings, based on the annual premiums of the enrollment at the beginning of the year, one week after receipt of the Notice to Proceed (NTP).</li> <li>b. The billings for November and December 2024 shall be subject to adjustment based on the actual enrollment and un-enrollment of members to avoid overpayment, based on the audited billing by the Department, to be acknowledged by the Provider.</li> <li>c. The Department shall make monthly payments for the premiums by bank transfer from the Land Bank of the Philippines through a List of Due and Demandable Accounts Payable (LDDAP) within thirty (30) working days upon submission of complete documents, and subject to the following additional conditions: <p>The payment for the 2nd Quarter of the year shall be upon the release of Notice of Cash Allocation (NCA) from the Department of Budget and Management (DBM).</p> <p>The billings for November and December 2024 shall be subject to adjustment based on the actual enrollment and un-enrollment of members to avoid overpayment.</p> </li> </ol>




## **Section VII. Technical Specifications**

### **Notes for Preparing the Technical Specifications**

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

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

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

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such

standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

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

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

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

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

# Technical Specifications

## 2024 Local Healthcare Coverage

### ANNEX A

#### Proposed budget:

Two Hundred Five Million Eight Hundred Ninety-Four Thousand

Six Hundred Forty-Seven Pesos Only (PhP 205,894,647.00)

<p>I.</p>	<p><b>BACKGROUND</b></p> <p>The Department intends to procure Local Healthcare Coverage for the benefit of the Home Office personnel and their dependents to ensure their access to health and medical services under a comprehensive healthcare coverage.</p> <p>This is an Early Procurement Activity.</p>	
<p>II.</p>	<p><b>SCOPE</b></p> <p>Provision of comprehensive local healthcare coverage to all Home Office personnel and their qualified dependents from 01 January 2024 to 31 December 2024.</p>	<p><b>Statement of Compliance</b></p>
<p>III.</p>	<p><b>DEFINITION OF TERMS</b></p>	
	<p>The following terms shall be defined as follows:</p> <ul style="list-style-type: none"> <li>a. <b>Home Office Personnel</b> – employees of the Department in the DFA Main Office, DFA-ASEANA and DFA Consular Offices which include permanent, casual, contractual and home-based personnel</li> <li>b. <b>Principal Member</b> – an employee who is primarily covered by the policy, subject to the requisites of membership eligibility</li> <li>c. <b>Secondary Member</b> – a dependent of the principal, subject to requisites of membership eligibility as defined herein</li> <li>d. <b>Home-Based Personnel</b> – employees who are given regular plantilla positions. Such employees are considered permanent upon assumption of duty.</li> </ul>	

	<p>e. <b>Healthcare Coverage Provider (Provider)</b> –an entity duly authorized by the Insurance Commission to provide comprehensive healthcare coverage and insurance plans to the public, which shall include health maintenance organizations (HMO) that offer insurance products provided by a licensed insurance company, as part of a bundled package, as provided under Section 3-g of the Insurance Commission Circular Letter 2017-19.</p> <p>f. <b>Comprehensive Healthcare Coverage</b> – a type of healthcare coverage that provides access to comprehensive health and medical services through its local networks, wherein claims for health and medical expenses of members are:</p> <ol style="list-style-type: none"> <li>1. Directly paid by the Provider to medical and health professionals/ institutions; or</li> <li>2. Reimbursed to members in case of payment to non-accredited health and medical professionals/ institutions, subject to the reimbursement rules in Item IX hereof.</li> </ol> <p>g. <b>Co-Insurance</b> – a set percentage of the covered costs paid by the member.</p> <p>h. <b>Maximum Out-of-Pocket Limit (MOPL)</b> – accumulated amount in co-insurance paid by a member before the Provider pays one hundred percent (100%) of the health and medical expenses</p> <p>i. <b>Annual Benefit Limit (ABL)</b> – maximum amount paid by the Provider for a member’s health and medical expenses</p> <p>j. <b>In-patient Services</b> – confinement in a health and/or medical institution for monitoring, treatment and/ or recovery, including any treatment arising from or related to an illness or a condition requiring hospitalization such as, but not limited to, dialysis and chemotherapy</p> <p>k. <b>Out-patient Services</b> – consultation, treatment, laboratory and other procedures from a health and/or medical professional/institution, without need of confinement</p> <p>l. <b>Teleconsultation Services</b> – remote consultation done for the purpose of providing diagnostic or</p>	
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	<p>therapeutic advice on an electronic network</p> <p>m. <b>Pre-existing Condition</b> – any illness or health condition, including known/ unknown and diagnosed/ undiagnosed congenital anomalies and conditions existing prior to and after the writing and signing of the Contract, and its complications.</p>									
<p><b>IV.</b></p>	<p><b>PREMIUM PAYMENT CATEGORIES</b></p>									
	<p>For purposes of premium payments, the following categories shall be used:</p> <table border="1" data-bbox="363 712 1206 1144"> <thead> <tr> <th data-bbox="363 712 619 824"><b>Member Category</b></th> <th data-bbox="619 712 1206 824"><b>Definition</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="363 824 619 936">Single</td> <td data-bbox="619 824 1206 936">principal member with no dependent spouse/ children</td> </tr> <tr> <td data-bbox="363 936 619 1048">Duo</td> <td data-bbox="619 936 1206 1048">principal member with one dependent spouse/ child</td> </tr> <tr> <td data-bbox="363 1048 619 1144">Group/ Family</td> <td data-bbox="619 1048 1206 1144">principal member with more than one dependent spouse/ children</td> </tr> </tbody> </table>	<b>Member Category</b>	<b>Definition</b>	Single	principal member with no dependent spouse/ children	Duo	principal member with one dependent spouse/ child	Group/ Family	principal member with more than one dependent spouse/ children	
<b>Member Category</b>	<b>Definition</b>									
Single	principal member with no dependent spouse/ children									
Duo	principal member with one dependent spouse/ child									
Group/ Family	principal member with more than one dependent spouse/ children									
<p><b>V.</b></p>	<p><b>MEMBERSHIP ELIGIBILITY</b></p> <p>The following persons shall be eligible as principal and secondary members:</p> <p><b>a. Principal Members</b></p> <ol style="list-style-type: none"> <li>1. All permanent employees at the Home Office and Consular Offices, including newly-assumed Foreign Service Officers,</li> <li>2. Casual and contractual employees who are covered in the previous insurance year, and</li> <li>3. Newly hired home-based personnel, casual and contractual employees after six (6) months of continuous service.</li> </ol> <p>The six-month probationary period shall not apply to regular, casual and contractual employees who have been given home-based <i>plantilla</i> positions, provided that said casual and contractual employees are</p>									



covered in the previous insurance year.

**b. Secondary Members**

Dependents of principal members of eligible permanent employees at the Home Office and Consular Offices, including newly-assumed Foreign Service Officers shall be considered as secondary members, provided that the following requirements are met:

1. **Spouse** – Principal member’s legal husband or wife. In the case of Muslim marriages where the principal member has more than one (1) wife, the elected wife.
2. **Child** – a person with whom the principal member has legal parental obligations to fulfill, which includes the following:
  - Unmarried children twenty-three (23) years old and below, and those who turn 24 years old during the effectivity of the contract shall still be covered;
  - Children over twenty-three (23) years old who are mentally, physically, or developmentally incapacitated, and primarily dependent on the principal member for their support; and
  - Children who are born during the effectivity of the contract.
3. **Parents of Single Principal Members** – father and/or mother of single principal members up to the age of seventy (70) years old whose benefits shall be limited only to the following:
  - Indemnity for loss of life by accident;
  - Accident disability and dismemberment benefit;
  - In-patient benefits; and
  - Onsite benefits, e.g. onsite Annual Physical Examination (APE), onsite vaccinations i.e. COVID-19 vaccination

	<p>and flu/pneumococcal vaccination, onsite dental services (dental consultation only) and other onsite events organized for the Department by the local health insurance provider</p> <p>as such, the premium for the single principal member remains the same, under the single category.</p> <p>Married couples who are both employees of the DFA shall be individually considered as principal members.</p>	
<p><b>VI.</b></p>	<p><b>QUALIFICATIONS OF THE PROVIDER</b></p> <p>The Provider shall:</p> <p>a. Be a well-established Provider, as defined in Part III of these Technical Specifications, with an extensive network, that has been operating for at least five (5) years prior to the opening of bids.</p>	
	<p>b. Have affiliates able to, or a mechanism that allows the health and/ or medical professionals/ institutions to, <b>directly bill</b> the Provider so that members shall not be billed except for the applicable co-insurance which the member shall pay directly to the health and/ or medical professionals/ institutions.</p>	
	<p>c. Have <b>direct billing system arrangements</b> with local hospitals for in-patient expenses and, where applicable, out-patient expenses.</p>	
	<p>d. Have the following arrangements in places where it has no affiliates:</p> <p>i. Reimburse the coverable consultation and treatment fees when the health and/ or medical professionals/ institutions do not accept letters of guarantee subject to IX(d); or</p> <p>ii. Secure arrangements with other providers to facilitate access to and provision of necessary health and medical services and the processing and reimbursement of claims.</p>	

	<p>e. Have <b>existing</b> affiliations, in good standing, and with a direct billing arrangement, with <b>at least One Thousand Five Hundred (1,500) major hospitals and clinics throughout the country</b> (see Annex G).</p>	
	<p>f. Have <b>existing</b> affiliations, and remain in good standing, with <b>at least Ten Thousand (10,000) doctors and specialists throughout the country</b> (see Annex H).</p>	
	<p>g. For Metro Manila, the provider shall have existing affiliations with at least Two Hundred Fifty (250) major hospitals and clinics, which shall include, but not limited to the following major hospitals commonly used by Department personnel:</p> <ul style="list-style-type: none"> <li>● Adventist Medical Center Manila</li> <li>● Alabang Medical Center</li> <li>● Allied Care Experts (ACE) Medical Center-Pateros, Inc.</li> <li>● Asian Hospital and Medical Center</li> <li>● Capitol Medical Center, Inc.</li> <li>● Cardinal Santos Medical Center</li> <li>● Chinese General Hospital and Medical Center</li> <li>● Christ the King Medical Center Unihealth Las Pinas, Inc.</li> <li>● Diliman Doctors Hospital</li> <li>● FEU-NRMF Medical Center</li> <li>● Las Pinas City Medical Center</li> <li>● Makati Medical Center</li> <li>● Manila Doctors Hospital</li> <li>● Manila East Medical Center</li> <li>● Marikina Valley Medical Center</li> <li>● Martinez Memorial Hospital</li> <li>● Our Lady of Lourdes Hospital</li> <li>● Pinehurst Medical Services, Inc.</li> <li>● Protacio Hospital</li> <li>● Salve Regina General Hospital, Inc.</li> <li>● San Juan de Dios Educational Foundation, Inc. Hospital</li> <li>● St. Luke's Medical Center Global City</li> <li>● St. Luke's Medical Center Quezon City</li> <li>● Sta. Lucia Health Care Centre</li> <li>● The Medical City</li> <li>● Tricity Medical Center, Inc.</li> </ul>	

	<ul style="list-style-type: none"> <li>● University of the East Ramon Magsaysay Memorial Medical Center, Inc.</li> <li>● University of the Philippines-Philippine General Hospital</li> <li>● UST Hospital</li> <li>● Valenzuela Citicare Medical Center</li> <li>● Victor R. Potenciano Medical</li> </ul> <p>The provider shall provide proof of good standing with all of the above listed hospitals. (see Annex I)</p>	
	<p>h. For Metro Manila, shall have existing offices in at least three (3) of the following major hospitals commonly used by Department personnel (see Annex J):</p> <ul style="list-style-type: none"> <li>● Chinese General Hospital and Medical Center</li> <li>● Makati Medical Center</li> <li>● St. Luke’s Medical Center Global City</li> <li>● St. Luke’s Medical Center Quezon City</li> <li>● The Medical City</li> <li>● Victor R. Potenciano Medical Center</li> </ul>	
	<p>i. Outside Metro Manila, shall have affiliations, and/ or with existing offices in <b>at least two (2)</b> major hospitals in the following locations of Consular Offices (see Annex K):</p> <p><i>CAR</i></p> <ul style="list-style-type: none"> <li>● Baguio City</li> </ul> <p><i>Region I</i></p> <ul style="list-style-type: none"> <li>● San Fernando City</li> <li>● San Nicolas</li> <li>● Calasiao (Dagupan)</li> </ul> <p><i>Region II</i></p> <ul style="list-style-type: none"> <li>● Tuguegarao City</li> <li>● Santiago City</li> </ul> <p><i>Region III</i></p> <ul style="list-style-type: none"> <li>● Malolos City</li> <li>● San Fernando City</li> <li>● Angeles City</li> <li>● Paniqui</li> </ul>	

*Region IV-A*

- Dasmariñas City
- Lipa City
- Lucena City
- San Pablo City
- Antipolo City

*Region IV-B*

- Puerto Princesa City

*Region V*

- Legazpi City

*Region VI*

- Bacolod City
- Iloilo City

*Region VII*

- Mandaue City
- Dumaguete City

*Region VIII*

- Tacloban City

*Region IX*

- Zamboanga City

*Region X*

- Cagayan de Oro City
- Clarin

*Region XI*

- Davao City
- Tagum City

*Region XII*

- Kidapawan City
- General Santos City

*CARAGA*

- Butuan City

	<p>j. Have arrangements for teleconsultation services with major hospitals and medical centers throughout the country, particularly in the Metro Manila area, and locations of Consular Offices.</p>	
	<p>k. For Metro Manila, <b>shall have existing arrangements</b> for teleconsultation services with at least three (3) of the following major hospitals commonly used by Department personnel (see Annex L):</p> <ul style="list-style-type: none"> <li>● Chinese General Hospital and Medical Center</li> <li>● Makati Medical Center</li> <li>● St. Luke’s Medical Center Global City</li> <li>● St. Luke’s Medical Center Quezon City</li> <li>● The Medical City</li> <li>● Victor R. Potenciano Medical Center</li> </ul> <p>The provider shall provide proof of existing teleconsultation service arrangements with at least three (3) of the above listed major hospitals.</p>	
	<p>l. Have an accreditation system for medical professionals providing teleconsultation services, throughout the country, in accordance with current regulations and issuances of the Department of Health and the National Privacy Commission.</p>	
	<p>m. Have at least one (1) accredited psychologist under a direct billing arrangement to handle referrals for counseling by the Department.</p>	
	<p>n. Have an existing 24-hour employee assistance program that provides counseling, professional and referral support services by phone, online, and in person.</p>	
	<p>o. Have an existing free and secure mobile software application, other than a website, accessible to all members which will allow all members to, among others, locate accredited health and medical professionals/ institutions.</p>	

	<p>p. Have online wellness programs to complement the Department’s wellness programs.</p>									
	<p>q. Have an online platform that may be used in the submission of reimbursement claims.</p>									
<p><b>VII.</b></p>	<p><b>COVERAGE</b></p> <p><b>Annual Benefit Limits</b> – The local coverage shall have the following limits:</p> <table border="1" data-bbox="363 685 1219 1238"> <thead> <tr> <th data-bbox="363 685 611 792"><b>Member Category</b></th> <th data-bbox="611 685 1219 792"><b>Annual Benefit Limit</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="363 792 611 947">Single</td> <td data-bbox="611 792 1219 947">Php1,500,000.00 (shared limit; in-patient benefit limit for parents is Php100,000)</td> </tr> <tr> <td data-bbox="363 947 611 1093">Duo</td> <td data-bbox="611 947 1219 1093">Php2,000,000.00 (shared limit; individual limit is Php1,500,000.00)</td> </tr> <tr> <td data-bbox="363 1093 611 1238">Group/Family</td> <td data-bbox="611 1093 1219 1238">Php3,000,000.00 (shared limit; individual limit is Php1,500,000.00)</td> </tr> </tbody> </table> <p><b>Pre-existing Conditions</b> – All pre-existing illnesses or conditions of a member, either known/ unknown or diagnosed/ undiagnosed prior to and during the effectivity of the contract, shall be covered.</p> <p><b>Benefits</b> – The following are the major categories of healthcare and medical services under the Schedule of Benefits (<b>Annex B</b>) of the DFA Healthcare Coverage:</p> <ul style="list-style-type: none"> <li>A. Support to DFA Clinic</li> <li>B. Mental Health and Wellness Services</li> <li>C. In-patient Benefits</li> <li>D. Maternity Benefits</li> <li>E. Out-patient Benefits</li> <li>F. Annual Physical Exam (APE)*</li> <li>G. Vaccination*</li> <li>H. Out-patient Prescribed Medicines</li> <li>I. Emergency Care (including professional</li> </ul>	<b>Member Category</b>	<b>Annual Benefit Limit</b>	Single	Php1,500,000.00 (shared limit; in-patient benefit limit for parents is Php100,000)	Duo	Php2,000,000.00 (shared limit; individual limit is Php1,500,000.00)	Group/Family	Php3,000,000.00 (shared limit; individual limit is Php1,500,000.00)	
<b>Member Category</b>	<b>Annual Benefit Limit</b>									
Single	Php1,500,000.00 (shared limit; in-patient benefit limit for parents is Php100,000)									
Duo	Php2,000,000.00 (shared limit; individual limit is Php1,500,000.00)									
Group/Family	Php3,000,000.00 (shared limit; individual limit is Php1,500,000.00)									

	<p>ambulance service)</p> <ul style="list-style-type: none"> <li>J. Dental Benefits (minor and major)</li> <li>K. Optical Benefits</li> <li>L. Life Insurance (for principal members) <ul style="list-style-type: none"> <li>1. Loss of Life Indemnity</li> <li>2. Additional Indemnity for Loss of Life by Accident</li> <li>3. Accident Disability and Dismemberment Benefit</li> </ul> </li> <li>M. Limited accidental insurance (for secondary members and parents of single principal members) <ul style="list-style-type: none"> <li>1. Additional Indemnity for Loss of Life by Accident (limited)</li> <li>2. Accident Disability and Dismemberment Benefit (limited)</li> </ul> </li> <li>N. Limited benefits for parents up to seventy (70) years old of single personnel <ul style="list-style-type: none"> <li>1. Additional Indemnity for Loss of Life by Accident (limited)</li> <li>2. Accident Disability and Dismemberment Benefit (limited)</li> <li>3. In-Patient Benefits</li> <li>4. Onsite Benefits: onsite Annual Physical Examination (APE), onsite vaccinations i.e. COVID-19 vaccination and flu/pneumococcal vaccination, onsite dental services and other onsite events organized for the Department by the local health insurance provider</li> </ul> </li> <li>O. Other Benefits: <ul style="list-style-type: none"> <li>1. Teleconsultation Benefits</li> <li>2. Maximum Benefit Utilization</li> </ul> </li> </ul> <p>Unless explicitly stated in the Exclusion List (<b>Annex C</b>), all healthcare and medical services are included in the DFA Local Healthcare Coverage.</p> <p>*The specifics and implementation of the Annual Physical Exam (APE) and Vaccination are indicated in <b>ANNEX F</b></p>	
VIII.	<p><b>CO-PAYMENT TERMS</b></p> <p>The following co-payment provisions shall operate in a</p>	



	<p>sequential order:</p> <p>a. <b>Co-Insurance</b> – A member shall be subject to a fifteen percent (15%) co-insurance on in-patient healthcare and medical expenses.</p> <p>b. <b>Maximum-Out-of-Pocket Limit</b> – In no case shall a member pay for more than Php 40,000.00 in accumulated co-insurance.</p>	
IX.	<p><b>DUTIES OF THE PROVIDER</b></p> <p>The Provider shall:</p>	
	<p>a. Ensure that all members and dependents are given membership cards or access cards immediately after the effectivity of this contract. In case a member’s card has not been issued, the policy number shall be sufficient proof of membership when availing of the needed services.</p> <p>Otherwise, the Provider shall comply with the arrangement for updating existing membership cards as mutually agreed upon in writing by the Department and the Provider.</p>	
	<p>b. Furnish each principal member, together with the membership card, a manual specific on the Department’s health care and medical coverage, including information on the procedures for availing themselves of benefits and claims.</p>	
	<p>c. Ensure that members may directly access any accredited hospital, physician, specialist, or appropriate care provider, for health and medical services without prior verification with or without approval of the Provider.</p>	
	<p>d. Have an online facility for the issuance of Letter of Authorization (LOA) or shall fully reimburse the fees of the accredited health and/ or medical professional/ institution, in cases where the employee was not able to secure an LOA.</p>	
	<p>e. Issue LOA’s that are valid for seven (7) calendar days from date of issuance.</p>	

	<p>f. Guarantee that members who avail themselves of healthcare services from a specialist health professional, when none is accredited, is reimbursed eighty percent (80%) of the actual expenses or the industry standard as provided in published rates by relevant government bodies, whichever is higher.</p> <p>The Provider shall provide a list of accredited health and/or medical professional/ institutions upon submission of bidding documents.</p>	
	<p>g. Reimburse members for coverable charges in case of emergency confinement in a non-affiliated hospital.</p>	
	<p>h. Guarantee that, in the event that the room prescribed under the coverage is unavailable upon admission for confinement, a member is admitted to the next higher-level room without additional expense until the prescribed room becomes available. This shall be applicable for both emergency and non-emergency cases requiring confinement.</p>	
	<p>i. Bear bank charges and other related costs should reimbursement be necessary.</p>	
	<p>j. Notify the Department of changes in the list of affiliated health and/or medical professionals/ institutions, provided that none of the institutions listed in VI (e) shall be removed from the list for the duration of the contract.</p>	
	<p>k. Settle claims for reimbursement within fifteen (15) calendar days from receipt of complete claim documents. Provide an online facility that may be used in the submission of reimbursement claims.</p>	
	<p>l. Accept claims for reimbursement from a member for up to three (3) months from the avilment of medical service or purchase of prescribed medicines, provided that the member has given, within thirty (30) calendar days from the avilment or purchase, written notice to the Provider's liaison officer that a claim is forthcoming.</p>	

	<p>m. Submit a quarterly Utilization and Claims Experience Report of the Department in a spreadsheet file, on or before the 15th day of the first month of the following quarter, which shall contain at least the following:</p> <ol style="list-style-type: none"> <li>1. Claims demographics including summary of un-enrolled members</li> <li>2. Summary of approved claims by member category</li> <li>3. Summary of disallowed claims and their bases</li> <li>4. Top fifteen (15) providers for out-patient and in-patient care by member category</li> <li>5. Top fifteen (15) illnesses by member category</li> <li>6. Top fifteen (15) utilizers by member category</li> <li>7. Claims for Loss of Life Indemnity</li> <li>8. Claims for additional Indemnity of Loss of Life by Accident</li> <li>9. Claims for accidental Disability and Dismemberment Benefit</li> <li>10. Any other information that may be required by the Department.</li> </ol>	
	<p>n. Submit monthly Raw Data of Utilization Reports in spreadsheet file, on or before the 15th day of the following month, following the prescribed format in ANNEX D.</p> <p>The reporting of monthly Incurred but Not Yet Reported (IBNR) claims shall follow the formula below:</p> <p style="text-align: center;"><u>IBNR = average monthly utilization X 2</u></p> <p>The reports in (l) and (m) above shall be the basis for the issuance by the Human Resource Management Office (HRMO) of the monthly certificate of acceptance and completion. The monthly certificate is a condition to payment.</p> <p>Submit an updated Utilization and Claims Experience Report and Raw Data of Utilization Report six (6) months after the end of the contract year. Such report shall be the basis of the release of the Certificate of Final Acceptance and Completion for the Contract.</p> <p>Ensure the accuracy of the reports submitted to the DFA. Submitting reports which are false, forged, altered, or otherwise lacking in authenticity, with or without the intent to create false impression by such reports, shall be a basis</p>	

	<p>for blacklisting the Provider in future DFA biddings.</p> <p>Samples of Utilization and Claims Experience Report and Raw Data of Utilization Report shall be submitted as part of the Bid Documents for the reference of the Bids and Awards Committee during the Post-Qualification Conference.</p>	
	<p>o. Designate a company officer who shall be the focal person for all matters related to the Department's policy. The company officer must have sufficient authority to decide policy issues for the company. The Contractor shall indicate its recommended company officer in the Bidding Documents for the approval of the Department.</p>	
	<p>p. Assign a liaison officer to be stationed at the DFA Main Building or in case of relocation during the retrofitting of the DFA Main Building, at the temporary DFA headquarters, during office hours who can also be reached through mobile phone and by email 24/7, especially during cases of emergency.</p> <p>It shall also provide the liaison officer with the necessary office equipment and supplies. The liaison officer shall be authorized to issue LOA valid for seven (7) calendar days from date of issuance for DFA employees and/or dependent members.</p>	
	<p>q. Maintain a 24/7 hotline for verification of membership and inquiries on health and medical services.</p>	
	<p>r. Assign one (1) retainer physician and one (1) nurse at the Department during hours as agreed upon by both parties. The retainer physicians shall be authorized to issue LOAs valid for seven (7) calendar days from date of issuance for Department employees and/ or dependent members.</p>	
	<p>s. In the event that a new Consular Office is opened during the validity of the Contract, provide the Department the names and contact details of all accredited health and/ or medical professionals/ institutions in the area of the new office within a period of thirty (30) calendar days from its opening.</p>	

	<p>t. Organize at least two (2) on-site annual physical examinations. The APE provider shall have multiple branches in Metro Manila to enable personnel who were not able to undergo all stages onsite due to valid reasons, to continue their APE at a convenient location.</p> <p>The specifics and implementation of the on-site APEs are indicated in Annex F.</p>	
	<p>u. Organize at least two (2) on-site flu/ pneumococcal vaccinations within the contract period. The specifics and implementation of the on-site flu/ pneumococcal vaccinations are indicated in Annex F.</p>	
	<p>v. Organize at least one (1) on-site dental service per month. If the onsite check up is not possible due to venue limitations, the provider shall conduct a health and wellness event subject to the Department's approval, the cost of which shall be borne by the local health insurance provider.</p>	
	<p>w. Organize or support at least four (4) health and wellness activities exclusive to Department personnel and dependents, excluding item v. as part of the Schedule of Benefits.</p>	
	<p>x. Submit all books, records and files relevant to the auditing of the Department's medical claims during scheduled and spot visits of the Department's representatives to the Provider's office.</p>	
X	<p><b>ENROLLMENT AND UN-ENROLLMENT OF MEMBERS</b></p> <p>The Department shall immediately notify in writing the Provider through its designated representative in the Department of the date of effectivity of the enrollment and un-enrollment of members. However, the Provider shall accept the temporary pre-deletion of members leaving for foreign assignment which may be cancelled in case they are not able to leave due to unforeseen circumstances.</p> <p>The Provider shall confirm in writing the date of effectivity of such enrollment and un-enrollment of members for billing purposes.</p> <p>Newborn child/ren of enrolled parents shall be covered on</p>	

	<p>the date of birth of the child/ren whether a written advice is made by DFA or not. For this purpose, the formal advice/endorsement shall be made as soon as practicable.</p> <p>Death of a member terminates the membership on the recorded date of death and the dead member is automatically unenrolled on the date of death regardless of the date of advice.</p>	
XI	<p><b>BID OFFERS</b></p> <p>The bid offer shall be quoted in Philippine pesos only. The Provider shall also submit a price breakdown following the prescribed format in Annex E.</p>	
XII.	<p><b>TERMS OF PAYMENT</b></p> <p>a. The Provider shall submit ten (10) equal monthly billings, based on the annual premiums of the enrollment at the beginning of the year, one week after receipt of the Notice to Proceed (NTP).</p> <p>b. The billings for November and December 2024 shall be subject to adjustment based on the actual enrollment and un-enrollment of members to avoid overpayment, based on the audited billing by the Department, to be acknowledged by the Provider.</p> <p>c. The Department shall make monthly payments for the premiums by bank transfer from the Land Bank of the Philippines through a List of Due and Demandable Accounts Payable (LDDAP) within thirty (30) working days upon submission of complete documents, and subject to the following additional conditions:</p> <ol style="list-style-type: none"> <li>1. The payment for the 2nd Quarter of the year shall be upon the release of Notice of Cash Allocation (NCA) from the Department of Budget and Management (DBM).</li> <li>2. The billings for November and December 2024 shall be subject to adjustment based on the actual enrollment and un-enrollment of members to avoid overpayment.</li> </ol>	

XIII.	<p><b>SUSPENSION OF SERVICES</b></p> <p>a. The provider shall continue to provide, at no additional cost to the Department, the services stipulated under the Terms of Reference in case the utilization exceeds the contract price.</p> <p>b. The Provider shall not unilaterally suspend services due to late payment of premiums for reasons beyond the Department’s control.</p> <p>c. The Provider shall give thirty (30) working days’ notice by registered mail to the Department of any intention to suspend services.</p> <p>In case of suspension, services shall be restored immediately after the payment of all past due premiums.</p>	
XIV.	<p><b>CONTRACT DURATION</b></p> <p>This Local Healthcare Coverage of DFA Personnel shall be for a period of twelve (12) months, which shall begin on 01 January 2024 and end on 31 December 2024.</p> <p>Coverage becomes effective on the date of enrolment, but not before the effective date of the present contract.</p> <p>The contract enters into effect on 01 January 2024 at 00:00 hour for a period of twelve (12) months.</p>	
XV.	<p><b>EXTENSION OF CONTRACT</b></p> <p>Should no new contract on local healthcare coverage for the following year be awarded by the end of this contract term, the Department has the option to extend the contract without any surcharge or extension fee. All other terms shall be applicable to the extended contract, except for the schedule of benefits which shall be applied on pro-rated terms.</p> <p>Under Republic Act 9184 otherwise known as the Government Procurement Act, no contract shall be extended for more than one (1) year.</p>	
XVI.	<p><b>CONFLICT BETWEEN TECHNICAL SPECIFICATIONS/ TERMS OF REFERENCE AND INSURANCE POLICY</b></p> <p>In case of conflict between the Technical Specifications/</p>	

	Terms of Reference of the Contract and the standard healthcare or insurance policy of the Provider, the Technical Specifications/ Terms of Reference shall prevail.	
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**Note:**

Bidder must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule to Requirements. The **STATEMENT OF COMPLIANCE** must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for and on behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have authority to sign for and on behalf of the partners to the joint venture. All documentary requirements should be submitted on or before the deadline for the submission of bids.

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of a manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of **ITB** Clause 3.1 (a)(ii) and/or **GCC** Clause 2.1 (a)(ii)

Conformé:

[Signature/s]

[Name of Bidder's Authorized Representative/s]

[Position]

[Date]



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

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

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

### **Class "B" Documents**

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

or a Statement of non-conformity if (h) is not applicable.

## **II. FINANCIAL COMPONENT ENVELOPE**

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

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

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

