



# **QN 2024-133-DEC**

## **NEGOTIATED PROCUREMENT (TWO- FAILED BIDDINGS) FOR THE ONE YEAR COMPREHENSIVE HEALTH CARE PLAN FOR THE OFFICE OF THE OMBUDSMAN**

**Sixth Edition  
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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***



Republic of the Philippines  
**OFFICE OF THE OMBUDSMAN**  
Sen. Miriam Defensor-Santiago Avenue (formerly Agham Road)  
Brgy. Bagong Pag-asa, Diliman, Quezon City 1105

**INVITATION TO BID FOR  
NEGOTIATED PROCUREMENT (TWO-FAILED BIDDINGS) FOR  
THE ONE YEAR COMPREHENSIVE HEALTH CARE PLAN FOR THE  
OFFICE OF THE OMBUDSMAN**

1. The Office of the Ombudsman, through the General Appropriations Act for CY 2024, intends to apply the sum of **Eighty-Nine Million Four Hundred Thousand Pesos (P89,400,000.00)**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Negotiated Procurement (Two-Failed Biddings) for the One Year Comprehensive Health Care Plan for the Office of the Ombudsman with Project Identification No. QN 2024-133-DEC**. Proposal/Quotation received in excess of the ABC shall be automatically rejected at Opening of the Proposal/Quotation.
2. The Office of the Ombudsman now invites **technically, legally, and financially capable suppliers** for the said project. **The delivery of the Certificates of Coverage shall be within 5 days after receipt of the Notice to Proceed.** The one (1) year term and effectivity of the contract shall commence from the said delivery. Suppliers should have completed, **within five (5) years** from the date of submission and receipt of proposal/quotation, a contract similar to the Project. The description of an eligible supplier is contained in the Negotiation Documents, particularly, in Section II (Instructions to Suppliers).
3. The Procurement procedure for this requirement is Negotiated Procurement for Two-Failed Bidding pursuant to Section 53.1 of 2016 revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (RA 9184). **The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline to the BAC and which would meet the minimum technical specifications required.**
4. Interested Suppliers may obtain further information from the Office of the Ombudsman-Bids and Awards Committee Secretariat-Main (BAC Sec-Main) via email at [bac@ombudsman.gov.ph](mailto:bac@ombudsman.gov.ph) and inspect the Bidding Documents posted at the Ombudsman and the PhilGEPs websites.
5. A complete set of Negotiation Documents may be acquired/downloaded by the interested Bidders starting **03 December 2024 to 17 December 2024**.
6. The Office of the Ombudsman will hold a **Negotiation Conference/Meeting on 06 December 2024 (Friday) at 01:30P.M. through video conferencing via MS Teams application**, which shall be open to prospective suppliers. Interested Suppliers should signify their intention to participate by sending an **email to BAC Secretariat-Main** through the email address given below. The Meeting Link and other details related to the video conference will be sent to the participants at least one (1) day before the event through email.
7. **Proposals/Quotations for the Best and Final Offer** must be duly received by the BAC Secretariat-Main through manual/physical submission at the designated receiving area with authorized receiving personnel of the BAC Secretariat Office of the Office of the Ombudsman on or before **17 December 2024 (Tuesday) at 09:00A.M. Late**

**proposal/quotation shall not be accepted. Unsealed or unmarked proposal/quotation envelopes shall be rejected.** (Reference: Sec. 25.9, 2016 revised IRR of RA 9184).

8. All Proposals/Quotations must be accompanied by a bid security in any of the acceptable forms and in the amount stated in Instructions to Bidders (IB) Clause 14.
9. **Opening of Proposal/Quotation for Best and Final Offer** shall be on **17 December 2024 (Tuesday) at 10:00A.M. through video conferencing via MS Teams application** (face-to-face for the BAC Secretariat Main personnel). The Meeting Link and other details related to the video conference will be sent to the participants at least one (1) day before the event through email. Proposal/Quotation will be opened in the presence of the suppliers' representatives who choose to attend the activity.
10. Interested Suppliers, who wish to join the Negotiation Conference/Meeting and the Opening of Proposal/Quotation through video conferencing using Microsoft Teams, must send a letter of intent containing the names and email addresses of interested participants to the BAC Secretariat-Main email address: [bac@ombudsman.gov.ph](mailto:bac@ombudsman.gov.ph).
11. The Office of the Ombudsman reserves the right to reject any and all proposal/quotation, declare a failure of Negotiated Procurement, 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 supplier or suppliers.
12. Please refer to the table below for the cost of the negotiation documents and summary of Negotiated Procurement activities:

<b>AVAILABILITY OF NEGOTIATION DOCUMENTS</b>	<b>03 December 2024 to 17 December 2024</b> Negotiation documents may be downloaded from the websites of PhilGEPS and Office of the Ombudsman.
<b>NEGOTIATION CONFERENCE</b>	<b>06 December 2024 (Friday) at 01:30P.M.</b> - Video Conferencing via MS Teams Application - Prospective bidders should signify their intention to participate by sending an email to BAC Secretariat-Main and MS Teams Meeting Link and other details will be provided at least one (1) day before the event.
<b>DEADLINE OF SUBMISSION OF PROPOSAL/QUOTATION FOR BEST AND FINAL OFFER</b> (Note: Late bids/quotations shall not be accepted. Unsealed or unmarked bid envelopes shall be rejected) (Reference: Sec. 25.9, 2016 revised IRR of RA 9184)	<b>17 December 2024 (Tuesday) at 09:00A.M.</b> <b>Manual/physical submission of bidding documents</b> at the designated receiving area with authorized receiving personnel of BAC Secretariat Office of the Office of the Ombudsman, Ombudsman Main Building, Senator Miriam Defensor-Santiago Avenue, (Formerly Agham Road), Brgy. Bagong Pag-asa, 1105 Quezon City.
<b>OPENING OF PROPOSAL/QUOTATION FOR BEST AND FINAL OFFER</b>	<b>17 December 2024 (Tuesday) at 10:00A.M.</b> - Video Conferencing via MS Teams application - Prospective bidders should signify their intention to participate by sending an email to BAC Secretariat-Main and MS Teams Meeting Link and other details will be provided at least one (1) day before the event.



13. For further information, please refer to:

**BIDS AND AWARDS COMMITTEE SECRETARIAT-MAIN**



Ground Floor Ombudsman Main Building  
Sen. Miriam Defensor-Santiago Avenue (Formerly Agham Road)  
Barangay Bagong Pag-asa, Diliman, Quezon City 1105  
☎ (02) 5317-8300 local 2206  
✉ [bac@ombudsman.gov.ph](mailto:bac@ombudsman.gov.ph)  
[www.ombudsman.gov.ph](http://www.ombudsman.gov.ph) (See Bid Announcements)

*Note: Please communicate through the email addresses or telephone number provided above. Also, all requests should be in writing and addresses to the BAC Secretariat-Main.*

14. You may visit the following websites for downloading of Bidding Documents:

- **Office of the Ombudsman Official Website:** [www.ombudsman.gov.ph](http://www.ombudsman.gov.ph) (see links under *Bid Announcements*>*under Invitation to Bid*)
- **Log in at PhilGEPS Website:** <https://notices.philgeps.gov.ph/>

02 December 2024, Quezon City, Philippines.

  
ADORACION A. AGBADA  
Assistant Ombudsman, OMB-Luzon   
Chairperson, Bids and Awards Committee - Main

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

## 1. Scope of Bid

The Procuring Entity, Office of the Ombudsman wishes to receive Proposals/Quotations for the **Negotiated Procurement (Two Failed Biddings) for the One Year Comprehensive Health Care Plan for the Office of the Ombudsman** with Project Identification Number: **QN 2024-133-DEC**.

*[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not same as the PhilGEPS reference number, which is generated after the posting of the procurement opportunity on the PhilGEPS Website.]*

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 the year 2024 in the amount of **EIGHTY-NINE MILLION FOUR HUNDRED THOUSAND PESOS (₱89,400,000.00)**.

2.2. The funding for this project is sourced from the NGA, the General Appropriations Act or Special Appropriations.

## 3. Negotiation Requirements

The Negotiated Procurement 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 **Instructions to Suppliers (IS)** by the BAC through the issuance of a supplemental or bid bulletin.

The Supplier, by the act of submitting its Proposal/Quotation, 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 Negotiation 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 Suppliers

- 5.1. Only Proposals/Quotations of Suppliers 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 Supplier's SLCC shall have, within the last five (5) years from the date of submission and receipt of proposals/quotations, completed at least one (1) single contract that is 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 Suppliers shall comply with the eligibility criteria under Section 23.4.1 of the 2016 revised 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 **IB** Clause 18.

## 7. Subcontracts

- 7.1. In this project, the Procuring Entity has prescribed that **Subcontracting is not allowed.**

## 8. Negotiation Conference

The Procuring Entity will hold a **Negotiation Conference** for this Project on the specified date and time through video conferencing via **MS Teams application** as indicated in **paragraph 8 of the Invitation for Negotiation (IFN)**.

## 9. Clarification and Amendment of Negotiation Documents

Prospective suppliers may request for clarification on and/or interpretation of any part of the Negotiation 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 **IFN**, at least ten (10) calendar days before the deadline set for the submission and receipt of Proposals/Quotations.

## 10. Documents comprising the Proposal/Quotation: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Proposal/Quotation as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 10.2. The Supplier's SLCC as indicated in **IFN** Clause 5.3 should have completed, within the last five (5) years from the date of submission and receipt of proposal/quotation, at least one (1) single contract that is similar to this Project, with an amount of at least fifty percent (50%) of the proposed project for negotiation prior to the deadline for the submission and receipt of proposals/quotations.
- 10.3. If the eligibility requirements or statements, the proposals/quotations, 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 supplier'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 proposal/quotation.

## **11. Documents comprising the Proposal/Quotation: Financial Component**

- 11.1. The second **proposal/quotation** envelope shall contain the financial documents for the proposal/quotation as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Supplier claims preference as a Domestic Supplier or Domestic Entity, a certification issued by DTI shall be provided by the Supplier in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any proposal/quotation exceeding the ABC indicated in paragraph 1 of the **IFN** shall not be accepted.

## **12. Proposal/Quotation 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. Proposal/Quotation and Payment Currencies**

- 13.1. For Goods that the Supplier will supply from outside the Philippines, the proposal/quotation prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Supplier. However, for purposes of proposal/quotation evaluation, Proposals/quotations 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 opening of proposal/quotation.
- 13.2. Payment of the contract price shall be made in: Philippine Pesos.

### **14. Bid Security**

- 14.1. The Supplier 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 **Proposal/Quotation** and Bid security shall be valid **until one hundred twenty (120) days from the date of the opening of proposal/quotation**. Any Proposal/Quotation not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Proposal/Quotation**

Each Supplier shall submit one copy of the first and second components of its proposal/quotation.

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

If the Procuring Entity allows the submission of proposals/quotations through online submission or any other electronic means, the Supplier shall submit an electronic copy of its Proposal/Quotation, 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 Proposal/Quotation**

- 16.1. The Suppliers shall submit on the specified date and time at its physical address as indicated in **paragraph 7** of the **IFN**.

## **17. Opening and Preliminary Examination of Proposals/Quotations**

- 17.1. The BAC shall open the Proposals/Quotations in public at the time, on the date, and at the place specified in the **IFN**. The Suppliers' 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 Main.

In case the Proposals/Quotations 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 proposals/quotations 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 proposals/quotations in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## **19. Detailed Evaluation and Comparison of Proposals/Quotations**

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Proposals/Quotations rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Proposals/Quotations under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial proposals/quotations, suppliers may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **IB** 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 Supplier.

- 19.4. The Project shall be awarded as one project having several items that shall be awarded as one contract.
- 19.5. Except for suppliers submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Proposals/Quotations 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 Supplier. For suppliers 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 Supplier.

## **20. Post-Qualification**

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Supplier of the notice from the BAC that it submitted the Best and Final Offer, the Supplier 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. Proposal/Quotation Data Sheet***

# Proposal/Quotation Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> <li>a. <b>Any contract for a Healthcare Program or Coverage</b>; and</li> <li>b. completed <b>within five (5) years</b> prior to the deadline for the submission and receipt of Proposal/Quotation.</li> </ol>
7.1	<b>The Procuring Entity has prescribed that subcontracting is not allowed.</b>
12	The price of the Goods/services shall be quoted delivered duty paid ( <b>DDP</b> ) to the <b>Office of the Ombudsman, Senator Miriam Defensor-Santiago Avenue (Formerly Agham Road), Barangay Bagong Pag-asa, Diliman, 1105 Quezon City</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> <li>a) The amount of not less than <b>One Million Seven Hundred Eighty-Eight Thousand Pesos (₱1,788,000.00)</b> (2% of the ABC) 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 <b>Four Million Four Hundred Seventy Thousand Pesos (₱4,470,000.00)</b> (5% of the ABC) if bid security is in Surety Bond.</li> </ol>
15	<p>Each Supplier shall submit <b>one (1) original and one (1) certified true copy</b> of the first (technical) and second (financial) components of its Proposal/Quotation.</p> <p>The First Envelope and Second Envelope should be properly marked and sealed as <b>“ORIGINAL COPY – ELIGIBILITY AND TECHNICAL COMPONENT”</b> and <b>“ORIGINAL COPY – FINANCIAL COMPONENT”</b>, respectively, to avoid confusion and BOTH envelopes shall be placed inside <b>ONE BIG SEALED</b> envelope.</p> <p>The supplier shall also submit <b>Copy No. 1</b> of the First Envelope and Second Envelope and placed inside <b>ONE BIG SEALED</b> envelope with markings on the inner envelopes as <b>“COPY NO. 1 - ELIGIBILITY AND TECHNICAL COMPONENT”</b> and <b>“COPY NO. 1 – FINANCIAL COMPONENT”</b>.</p> <p><b>For authentication purposes, <u>ALL PAGES</u></b> of the negotiation documents for submission must be certified by the authorized signatory of the participating Supplier/Company. The Suppliers/Companies are also reminded to put proper arrangements on each negotiation documents.</p> <p>The supplier should use the <b><u>prescribed Sample Forms under Section VIII.</u></b></p>
19.3	<p><b>QN 2024-133-DEC: NEGOTIATED PROCUREMENT (TWO-FAILED BIDDINGS) FOR THE ONE YEAR COMPREHENSIVE HEALTH CARE PLAN FOR THE OFFICE OF THE OMBUDSMAN</b></p> <p><b>ABC = Eighty-Nine Million Four Hundred Thousand Pesos (₱89,400,000.00)</b></p> <p>Any Proposal/Quotation with a financial component exceeding this amount shall not be accepted.</p> <p>The computation of a prospective supplier's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184.</p>

20.2	<p>The supplier with the Best and Final Offer shall submit ALL the following post-qualification documents:</p> <ol style="list-style-type: none"> <li>1. SEC/DTI Registration;</li> <li>2. Valid &amp; Current Mayor’s Permit/ Municipal Licenses–Year 2024;</li> <li>3. Valid Tax Clearance per Executive Order 398, Series of 2005;</li> <li>4. Certificate of VAT Registration;</li> <li>5. Certificate of PhilGEPS Registration;</li> <li>6. Any proof of enrollment in the Electronic Filing and Payments System (EFPS);</li> <li>7. Latest income and business tax returns, filed and paid through the Electronic Filing and Payment Systems (EFPS);</li> <li>8. Latest General Information Sheet (for corporation);</li> <li>9. Company profile, which shall include the following: <ol style="list-style-type: none"> <li>a. Information on the number of years in the HMO industry (must be at least five [5] years of experience in administering/managing government or private accounts on nationwide basis);</li> <li>b. List of officers; and</li> <li>c. Names, addresses of main office and satellite office/s if any, with their respective contact details including photo showing the company's business name.</li> </ol> </li> <li>10. Valid Certificate of Authority issued by the Insurance Commission (IC);</li> <li>11. Updated List of accredited hospitals and clinics, with the corresponding list of accredited doctors nationwide;</li> <li>12. Certificate of good standing from at least five (5) accredited major hospitals;</li> <li>13. Certification/s of at least “Very Satisfactory” Performance from at least two (2) clients;</li> <li>14. Certified true copy of ISO 9001 Certification; and</li> <li>15. Certified true copy of the lists of HMOs issued by the Insurance Commission as of 31 May 2024.</li> </ol>
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## ***Section IV. General Conditions of Contract***

## **1. Scope of Contract**

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

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

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

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

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the Updated 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***

## Section V. Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>Delivery of goods and services shall be made by the Supplier (Healthcare Provider) in accordance with the terms and conditions specified in Section VI (Schedule of Requirements).</p> <p>The delivery of the Certificate of Coverage shall be within 5 days after receipt of the Notice to Proceed. The one (1) year term and effectivity of the contract shall commence from the said delivery.</p> <p>For the purpose of this Clause, the Procuring Entity’s Representative at the Project Site is <b>General Administrative Office (GAO), Office of the Ombudsman, Senator Miriam Defensor-Santiago Avenue (formerly Agham Road), Barangay Bagong Pag-asa, Diliman, 1105 Quezon City with Telephone No. (02) 5317-8300 local 1240.</b></p> <p><b>Incidental Services -</b></p> <p>The Supplier/Service Provider 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. Comprehensive Health Care Plan Coverage, Benefits and Services as defined in the Terms of Reference;</li> <li>b. Utilization Report;</li> <li>c. Updated list of Health Care provider coordinators, accredited hospitals, clinics, physicians, dentists including centers accredited for special services such as but not limited to dialysis, eye care, animal bites or poisoning management, weight and nutrition management, and biometric programs;</li> <li>d. Announcements/Pamphlets/ Member Guidelines through online platform and/or hardcopy thereof for proper information and dissemination to the members;</li> <li>e. Lectures /seminars, through in-person or virtual platform, on pertinent health topics/issues;</li> <li>f. At least one (1) liaison officer at the Office of the Ombudsman Clinic, Sen. Miriam Defensor Santiago Avenue, Diliman, Quezon City. Monday to Friday from 8AM to 5PM.; and</li> <li>g. Letter of Authority (LOA) may be availed of through the designated liaison officer or through online platform.</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>
2.2	<p><b>The terms of payment</b> shall be as follows:</p> <p>The one-time payment shall be made <b>within thirty (30) days</b> after the receipt of the actual billing. The actual billing shall indicate the names of officials and employees who have been enrolled vis-à-vis the list of officials and employees as of 14 June 2024 as certified by the Ombudsman HRMD but not more than 1,192.</p>



4	No further instructions.
5.1	Warranty Period and Warranty Security are not applicable on this project pursuant to GPPB NPM No. 064-2013 dated 27 June 2013
5.2	Any claim from a warranty is not applicable on this project pursuant to GPPB NPM No. 064-2013 dated 27 June 2013

## *Section VI. Schedule of Requirements*

**QN 2024-133-DEC:  
NEGOTIATED PROCUREMENT (TWO-FAILED BIDDINGS) FOR THE ONE YEAR  
COMPREHENSIVE HEALTH CARE PLAN FOR THE  
OFFICE OF THE OMBUDSMAN**

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

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Effectivity/Delivery [Weeks/Months]</b>
1	Comprehensive Health Care Plan Coverage, Benefits, and Services as defined in the Terms of Reference	For each of the enrolled members	For each of the enrolled members	One (1) Year from the delivery of Certificate of Coverage
2	Utilization Report (See Attached Terms of Reference)	One (1) report every semester	Two (2) reports in one (1) year	Within sixty (60) days counted from the end of every semester
3	Updated list of Health Care provider coordinators, accredited hospitals, clinics, physicians, dentists including centers accredited for special services such as but not limited to dialysis, eye care, animal bites or poisoning management, weight and nutrition management, and biometric programs.	A copy of the list to the OMB Clinic	As Required	Within thirty (30) days from the delivery of Certificate of Coverage to the Office of the Ombudsman
4	Announcements/Pamphlets/ Member Guidelines through online platform and/or hardcopy thereof for proper information and dissemination to the members	For each of the enrolled members	Based on the submitted number of enrolled members	Within thirty (30) days from the delivery of Certificate of Coverage to the Office of the Ombudsman
5	Lectures /seminars, through in-person or virtual platform, on pertinent health topics/issues	One per quarter	Four (4) lectures/ seminars	Within each quarter for the duration of the contract
6	At least one (1) liaison officer at the Office of the Ombudsman Clinic, Sen. Miriam Defensor Santiago Avenue, Diliman, Quezon City. Monday to Friday from 8AM to 5PM.	-	-	At the start of the coverage
7	Letter of Authority (LOA) may be availed of through the designated liaison officer or through online platform	-	-	As the need arises

8	Comprehensive Health Care Plan and Schedule of Medical Coverage and Benefits for [1] Qualified Dependents and [2] Retired Ombudsman Officials and Employees, indicating therein the Room Type, Maximum Benefit Limit and Annual Premium per Age Bracket.	Based on the submitted list of qualified dependents and retired officials and employees.	Based on the submitted list of qualified dependents and retired officials and employees.	Within ten (10) days from receipt of the Notice to Proceed.
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*Note: Other details related to the above items are indicated in the Technical Specifications*

I hereby certify to comply and deliver all the above requirements.

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

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

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

Duly authorized to sign the Proposal/Quotation for and behalf of:

\_\_\_\_\_

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

## Section VII. Technical Specifications

### OMBUDSMAN BID FORM No. 1 – TECHNICAL SPECIFICATION WITH BIDDER’S STATEMENT OF COMPLIANCE

**HON. ADORACION A. AGBADA**

Chairperson, Bids and Awards Committee  
Office of the Ombudsman  
Senator Miriam Defensor-Santiago Avenue  
Brgy. Bagong Pag-asa, Diliman, 1105 Quezon City

Madam:

Herewith is our TECHNICAL PROPOSAL for your office requirement:

(INSTRUCTION TO BIDDER: **Check**  the **“Comply”** box if bidder complies with the Ombudsman Specifications. A Technical Proposal containing unchecked “Comply” boxes would be automatically rated as “FAILED.”)

#### QN 2024-133-DEC: NEGOTIATED PROCUREMENT (TWO-FAILED BIDDINGS) FOR THE ONE YEAR COMPREHENSIVE HEALTH CARE PLAN FOR THE OFFICE OF THE OMBUDSMAN

Item	Technical Specifications	Bidder’s Statement of Compliance*																
<b>1 lot</b>	<b>CRITERIA (For Healthcare Provider/Supplier)</b>																	
	1. Must be duly registered with the Insurance Commission and licensed to operate as Health Maintenance Organization (HMO) or Life Insurance Company	<input type="checkbox"/> Comply																
	2. At least five (5) years of experience in administering/managing government or private accounts on a nationwide basis	<input type="checkbox"/> Comply																
	3. With at least one (1) existing contract with an annual premium equivalent to at least fifty percent (50%) of the total Approved Budget for this Contract (ABC)	<input type="checkbox"/> Comply																
	4. Must be an ISO 9001:2015 compliant for at least three (3) years.	<input type="checkbox"/> Comply																
	5. Must be included in the list of Health Maintenance Organizations or Life Insurance Companies with Certificates of Authority issued by the Insurance Commission as of July 31, 2024.	<input type="checkbox"/> Comply																
	<b>I. COVERAGE AND ELIGIBILITY</b>																	
	The following shall be covered by the Office of the Ombudsman CHCP:	<input type="checkbox"/> Comply																
	1. All employees of the Office of Ombudsman who are 22 to 85 years old, actively at work as of 14 June 2024, and still in the service at the start of the date of coverage:  <div style="text-align: center;"> <table border="1" style="margin: auto; border-collapse: collapse;"> <thead> <tr> <th colspan="4"><b>OMB-wide Demographic Distribution by Age and Sex</b></th> </tr> <tr> <th><b>Age</b></th> <th><b>Female</b></th> <th><b>Male</b></th> <th><b>Total</b></th> </tr> </thead> <tbody> <tr> <td>22-30</td> <td style="text-align: center;">40</td> <td style="text-align: center;">29</td> <td style="text-align: center;">69</td> </tr> <tr> <td>31-40</td> <td style="text-align: center;">130</td> <td style="text-align: center;">119</td> <td style="text-align: center;">249</td> </tr> </tbody> </table> </div>	<b>OMB-wide Demographic Distribution by Age and Sex</b>				<b>Age</b>	<b>Female</b>	<b>Male</b>	<b>Total</b>	22-30	40	29	69	31-40	130	119	249	<input type="checkbox"/> Comply
<b>OMB-wide Demographic Distribution by Age and Sex</b>																		
<b>Age</b>	<b>Female</b>	<b>Male</b>	<b>Total</b>															
22-30	40	29	69															
31-40	130	119	249															

		41-50	246	211	457			
		51-60	191	151	342			
		61-65	45	24	69			
		66 and above	1	5	6			
		<b>Total</b>	<b>653</b>	<b>539</b>	<b>1,192</b>			
	2. Enrollment for membership of those under Paragraph 1 based on the official list of employees as of June 14, 2024 as certified by the Ombudsman HRMD shall be done within five (5) days upon receipt of Notice to Proceed.							<input type="checkbox"/> Comply
	3. On voluntary basis, retired officials and employees, and qualified dependents of enrolled officials and employees of the Office of the Ombudsman may avail of the CHCP after payment of the corresponding premium directly to the health care provider.							<input type="checkbox"/> Comply
	4. On voluntary basis, new officials and employees after 14 June 2024 of the Office of the Ombudsman may avail the CHCP after payment of the corresponding premium directly to the health care provider.							<input type="checkbox"/> Comply
	<b>II. SERVICES AND BENEFITS</b>							
	The package of benefits under the Ombudsman CHCP shall include the following:							<input type="checkbox"/> Comply
	<b>A. OUT PATIENT SERVICES shall include:</b>							
	A.1 Professional fees and charges for consultation and management by accredited doctors, specialist/s, and sub-specialist/s;							<input type="checkbox"/> Comply
	A.2 Referrals and the corresponding fees/charges for prescribed special diagnostic procedures and other modern modalities of treatment up to the Maximum Benefit Limits (MBL) (please refer to Annex A hereof) such as, but not limited to, the following: A.2.1. All prescribed diagnostic procedures such as, but not limited to X-ray, ECG, Hematology, Blood Chemistry, including Pap Smear for women and PSA for men, and Real-Time Polymerase Chain Reaction Test (RT-PCR), Rapid Antibody Test, Rapid Antigen Test, Saliva Test for Covid-19, if medically prescribed; A.2.2. Diagnostic and Therapeutic Ultrasound; A.2.3. Radiographic studies; A.2.4. Rhinoscopic, Bronchoscopic, and/or endoscopic exams; A.2.5. 3D Imaging, CT scan, and/or MRI and/or PET Scan of body organs or regions; A.2.6. All forms of Echocardiography and Treadmill Stress Test and other cardiac diagnostic, such as Nuclear Cardiac Perfusion study and angiography; Electromyography with Nerve Conduction Tests; A.2.7. Mammography; A.2.8. Peritoneal or Hemodialysis; A.2.9. Cancer treatment to include radiotherapy and chemotherapy (whether oral or intravenous), bone marrow transplant and brachytherapy, and others; A.2.10. Eye, ear, nose, and throat treatment; A.2.11. Coverage for cataract extraction or glaucoma laser treatment up to the MBL and lens in an amount not exceeding ₱20,000.00 per eye.							<input type="checkbox"/> Comply
	A.3 Pre-natal and post-natal care up to a maximum of PhP30,000.00 Pre-natal care shall include consultation and laboratory examinations. Laboratory examinations for purposes of pre-natal care shall include all of the following: A.3.1. Complete Blood Count;							<input type="checkbox"/> Comply

	<p>A.3.2. Blood typing;  A.3.3. Urinalysis;  A.3.4. Plain Pelvic Ultrasound; and  A.3.5. Additional tests (in this case, only the initial test shall be covered) may form part of pre-natal care, as may be determined by the attending OB-GYN, which shall include tests for Hepatitis B antigen, VDRL, and/or Oral Glucose challenge test and/or oral glucose tolerance test.</p>	
	<p>A.4. Treatment of minor injuries and illnesses;</p>	<input type="checkbox"/> Comply
	<p>A.5. Minor surgeries not requiring confinement (e.g., excision of cysts and other superficial mass/es);</p>	<input type="checkbox"/> Comply
	<p>A.6. Speech and physical therapy up to 12 sessions per member per contract year;</p>	<input type="checkbox"/> Comply
	<p>A.7. Pulmonary Rehabilitation Therapy including post COVID-19 up to 10 sessions;</p>	<input type="checkbox"/> Comply
	<p>A.8. Cauterization of warts up to a maximum of ₱5,000.00 per member per contract year;</p>	<input type="checkbox"/> Comply
	<p>A.9. Excision of moles (malignant or suspected to be malignant) up to maximum of ₱10,000.00 per member per contract year;</p>	<input type="checkbox"/> Comply
	<p><b>B. PREVENTIVE CARE shall include:</b>  B.1. Supply and administration of influenza vaccine once in the contract year to be scheduled by the Office of the Ombudsman.  B.2. Online/In-person lectures and seminars on pertinent health topics/issues per quarter;  B.3. Online/In-person health (diet, exercise, and nutrition) habits and family planning counseling;  B.4. Wellness Program  B.5. Diagnostic assessment and management</p>	<input type="checkbox"/> Comply
	<p><b>C. EMERGENCY CARE SERVICES shall be provided</b> for a member who is in severe pain or suffers a serious illness or injury due to sudden and unexpected occurrence which requires immediate medical or surgical intervention to alleviate the pain or to prevent the loss of life or limb or any vital part of the body. Emergency care services shall not be limited to the Emergency Room and shall include:  C.1. Emergency Doctor or Specialist services;  C.2. Emergency room fees, as well as fees of other hospital facilities used in the emergency treatment;  C.3. Surgery or treatment of lacerations and other injuries;  C.4. Medicines and/or drugs for emergency treatment;  C.5. X-ray, laboratory examinations, and all diagnostic procedures necessary for the emergency management of the patient;  C.6. Oxygen, intravenous fluids, blood transfusions, and human blood products;  C.7. Dressings, sutures and plaster casts;  C.8. Active and passive immunization/vaccines including immunoglobulin against tetanus, snake venoms, human bites, animal bites, and rabies (initial and subsequent doses shall be covered up to Thirty Thousand Pesos (₱30,000.00));  C.9. Ground ambulance service from the patient’s residence or his/her location to the nearest hospital;  C.10. All other services, items, and supplies necessary for the emergency management of the patient.</p>	<input type="checkbox"/> Comply

<b>D. HOSPITALIZATION/IN-PATIENT SERVICES shall include:</b>		
<p>D.1. Room service: For the employees and their enrolled qualified dependents — a regular private room and board accommodation available within the allowable MBL. With an option to increase coverage, provided that the covered person shall pay the corresponding premium.</p> <p>D.1.1. If the appropriate room and board accommodation are not available at the time of confinement in a non-emergency case, the patient has the option to avail of a higher room and board accommodation, but he/she shall pay the difference in the room rates and other room-based charges or incremental costs;</p> <p>D.1.2. Operating Room and Recovery Room Services and their charges up to the MBL; and</p> <p>D.1.3. Intensive Care Unit (ICU)/Cardiac Care Unit (CCU) up to the MBL.</p>	<input type="checkbox"/>	Comply
D.2. Professional services of accredited physician/s, specialist/s, sub-specialist/s, and/or consultant/s. More consultants or specialists may be called in when necessary;	<input type="checkbox"/>	Comply
D.3. Drugs and medicines for use in the hospital;	<input type="checkbox"/>	Comply
D.4. Whole blood and human blood products, transfusions, and intravenous fluids, including blood screening and cross matching;	<input type="checkbox"/>	Comply
D.5. X-ray and laboratory examinations;	<input type="checkbox"/>	Comply
D.6. Complete coverage of all diagnostic procedures and examinations including but not limited to MRI, CT scan, EEG, Ultrasound, Holter monitoring, cardiac catheterization, and other state of the art diagnostic and therapeutic procedures deemed necessary, including Covid-19 tests, whenever necessary;	<input type="checkbox"/>	Comply
D.7. Anesthesia and its administration;	<input type="checkbox"/>	Comply
D.8. Oxygen and its administration;	<input type="checkbox"/>	Comply
D.9. Dressings, sutures, plaster casts, and other miscellaneous supplies necessary for treatment;	<input type="checkbox"/>	Comply
D.10. Standard nursing services;	<input type="checkbox"/>	Comply
D.11. Hospital admission kit;	<input type="checkbox"/>	Comply
<p>D.12. Complete coverage of the following modalities of treatment and diagnostic procedures up to the MBL, unless otherwise specified, to include:</p> <p>D.12.1. 3D Imaging;</p> <p>D.12.2. Acquired (Adult) Hernia;</p> <p>D.12.3. Angiography;</p> <p>D.12.4. Venography;</p> <p>D.12.5. Angioplasty;</p> <p>D.12.6. 24-hour ambulatory blood pressure monitoring;</p> <p>D.12.7. Arthroscopic Knee Surgery;</p> <p>D.12.8. Chemotherapy (whether oral or intravenous);</p> <p>D.12.9. Cryosurgery;</p> <p>D.12.10. Dialysis;</p> <p>D.12.11. Echocardiography with Doppler and contrast study;</p> <p>D.12.12. Electromyelography with nerve conduction;</p>	<input type="checkbox"/>	Comply

	<p>D.12.13. Endoscopic Procedure;</p> <p>D.12.14. Eye, ear, nose, and throat care including:</p> <p>D.12.14.1. Cataract surgery; Cost of lens shall not exceed Twenty Thousand Pesos (₱20,000.00) per eye;</p> <p>D.12.14.2 Laser eye treatment except to correct error of refraction;</p> <p>D.12.14.3. Endoscopic sinus surgery;</p> <p>D.12.14.4. Laser Tonsillectomy;</p> <p>D.12.14.5. Fluorescein Angiogram;</p> <p>D.12.15. Hyperalimentation;</p> <p>D.12.16. Hysteroscopic Myoma Resection;</p> <p>D.12.17. Laparoscopic Cholecystectomy;</p> <p>D.12.18. Laser Treatment for Retinal Detachment and Glaucoma;</p> <p>D.12.19. Lithotripsy;</p> <p>D.12.20. Mammography;</p> <p>D.12.21. M-Mode Echocardiogram;</p> <p>D.12.22. MRA (Magnetic Resonance Angiogram)</p> <p>D.12.23. Neuroscan;</p> <p>D.12.24. Nuclear/Radioactive Isotope Scans (thyroid, bone, cardiovascular, and other organ systems) ultrasound, and brachytherapy (including the cost of radioactive pellets called seeds);</p> <p>D.12.25. Orthopedic surgery excluding the cost of surgically implanted internal devices;</p> <p>D.12.26. Pelvic Laparoscopy;</p> <p>D.12.27. Physical Therapy; up to twelve (12) sessions per member per contract year;</p> <p>D.12.28. Radiotherapy;</p> <p>D.12.29. Sclerotherapy up to a maximum of Seventy-Five Thousand Pesos (₱75,000.00) per member per contract year;</p> <p>D.12.30. Bone Marrow and other organ transplant up to MBL;</p> <p>D.12.31. Sleep Study Test (Diagnostic/Therapeutic or Combined Test);</p> <p>D.12.32. Speech Therapy up to twelve (12) sessions per member per contract year;</p> <p>D.12.33. Thallium Scintigraphy;</p> <p>D.12.34. Treadmill stress test;</p> <p>D.12.35. Transurethral Microwave Therapy;</p> <p>D.12.36. Pulmonary Therapy (up to 10 sessions);</p> <p>D.12.37 Stereotactic Brain Surgery;</p> <p>D.12.38 Gamma Knife Surgery;</p> <p>D.12.39 Percutaneous Ultrasonic Nephrolithomy;</p> <p>D.12.40 Laparoscopic Adrenalectomy;</p> <p>D.12.41 Open Heart Surgery;</p> <p>D.12.42 Cobalt Therapy and other radiation therapy;</p> <p>D.12.42 Diagnostic and treatment of slipped disc, spondylitis, scoliosis, and spinal stenosis; and</p> <p>D.12.43. All other special modalities/ sophisticated laboratory and diagnostic procedures that are new in the market and are available, including RT PCR test, Swab test, and Saliva test for Covid 19, among others, shall be covered if medically prescribed.</p>	
	<p>D.13. Other Hospitalization/In-Patient benefits shall include:</p> <p>D.13.1. For each congenital disease up to a maximum of One Hundred Thousand Pesos (₱100,000.00) per member;</p> <p>D.13.2. Expenses due to any complication which may arise by reason of the deliveries, whether normal or caesarean, or intra-operative complication of D &amp; C up to the MBL.</p>	<p><input type="checkbox"/> Comply</p>



	<p><b>E. DENTAL CARE SERVICES shall include:</b></p> <p>E.1. Oral prophylaxis (Bi-Annual);  E.2. Ordinary tooth extractions and drainage of abscess;  E.3. Temporary restorations (unlimited fillings, pain management);  E.4. Permanent fillings of four (4) teeth;  E.5. Treatment of mouth lesions, wounds, and burns;  E.6. Recementation of fixed bridges, loose jackets, crowns, inlays, and onlays;  E.7. Restorative Prosthodontic Treatment (including cost of Plastic dentures, not exceeding Five Thousand Pesos (₱5,000.00));  E.8. Simple adjustment of dentures;  E.9. Orthodontic and Temporomandibular Joint (TMJ) consultations;  E.10. Oral examination/diagnosis as needed;  E.11. Gum problem consultation and treatment planning;  E.12. Oral hygiene instruction; and  E.13. Dental health education and consultation;</p>	<input type="checkbox"/> Comply												
	<p><b>F. ANNUAL PHYSICAL EXAMINATION</b></p> <p>F.1. Annual Physical Examinations shall include a standard battery/array of physical examinations and laboratory tests <b>with a maximum limit of Fifteen Thousand Pesos (PhP15,000.00).</b></p>	<input type="checkbox"/> Comply												
	<p>F.2. The various array of examinations/tests are packaged in accordance with age category as follows:</p> <table border="1" data-bbox="217 1116 1256 2302"> <thead> <tr> <th data-bbox="217 1116 477 1153">Age Category</th> <th data-bbox="477 1116 812 1153">Examinations</th> <th data-bbox="812 1116 1256 1153">Laboratory Tests</th> </tr> </thead> <tbody> <tr> <td data-bbox="217 1153 477 1410">Ages 0 – 17</td> <td data-bbox="477 1153 812 1410">Complete History and Physical Examination (including BMI measurement, ophthalmologic and ENT tests)</td> <td data-bbox="812 1153 1256 1410">CBC, Urinalysis, Fecalalysis, Blood Chemistry: Fasting Blood Sugar (FBS), Chest X-ray (PA View),</td> </tr> <tr> <td data-bbox="217 1410 477 1816">Ages 18 – 35</td> <td data-bbox="477 1410 812 1816">Complete History and Physical Examination (including BMI measurement, ophthalmologic and ENT tests)</td> <td data-bbox="812 1410 1256 1816">CBC, Urinalysis, Fecalalysis, Blood Chemistry: Fasting Blood Sugar (FBS), HbA1c, BUN, Creatinine, Uric Acid, Total Cholesterol, Triglyceride, HDL, LDL, HDL/LDL Ratio, Liver Function: SGPT(ALT), SGOT (AST), Chest X-ray (PA View), 12 Lead-ECG (Optional).</td> </tr> <tr> <td data-bbox="217 1816 477 2302">Ages 36 – 50</td> <td data-bbox="477 1816 812 2302">Complete History and Physical Examination (including BMI measurement ophthalmologic and ENT tests)</td> <td data-bbox="812 1816 1256 2302">CBC, Urinalysis, Fecalalysis, Blood Chemistry: Fasting Blood Sugar (FBS), HbA1c, BUN, Creatinine, Uric Acid, Total Cholesterol, Triglyceride, HDL, LDL, HDL/LDL Ratio, Liver Function: SGPT(ALT), SGOT (AST), Alkaline Phosphatase, Serum Electrolytes: Sodium (Na), Potassium (K), Calcium (Ca); Chest x-ray (PA View); Cardiac Work-up: 12-lead</td> </tr> </tbody> </table>	Age Category	Examinations	Laboratory Tests	Ages 0 – 17	Complete History and Physical Examination (including BMI measurement, ophthalmologic and ENT tests)	CBC, Urinalysis, Fecalalysis, Blood Chemistry: Fasting Blood Sugar (FBS), Chest X-ray (PA View),	Ages 18 – 35	Complete History and Physical Examination (including BMI measurement, ophthalmologic and ENT tests)	CBC, Urinalysis, Fecalalysis, Blood Chemistry: Fasting Blood Sugar (FBS), HbA1c, BUN, Creatinine, Uric Acid, Total Cholesterol, Triglyceride, HDL, LDL, HDL/LDL Ratio, Liver Function: SGPT(ALT), SGOT (AST), Chest X-ray (PA View), 12 Lead-ECG (Optional).	Ages 36 – 50	Complete History and Physical Examination (including BMI measurement ophthalmologic and ENT tests)	CBC, Urinalysis, Fecalalysis, Blood Chemistry: Fasting Blood Sugar (FBS), HbA1c, BUN, Creatinine, Uric Acid, Total Cholesterol, Triglyceride, HDL, LDL, HDL/LDL Ratio, Liver Function: SGPT(ALT), SGOT (AST), Alkaline Phosphatase, Serum Electrolytes: Sodium (Na), Potassium (K), Calcium (Ca); Chest x-ray (PA View); Cardiac Work-up: 12-lead	<input type="checkbox"/> Comply
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			<p>ECG;</p> <p><u>For Females:</u> Mammography and Pap Smear  <u>For Males:</u> Digital Rectal Examination + PSA</p> <p><u>If with indications:</u>  Treadmill Stress Test plus 2D Echocardiography (Plain)  Bone Densitometry  Whole Abdomen and Pelvic Ultrasound  Proctoscopy  Colonoscopy  Pulmonary test  Thyroid Function Test</p>
	Ages 51 and above	Complete History and Physical Examination (including BMI measurement ophthalmologic and ENT tests)	<p>CBC, Urinalysis, Fecalysis, Fecal Immunochemical Test (FIT) Blood Chemistry: Fasting Blood Sugar (FBS), HbA1c, BUN, Creatinine, Uric Acid, Total Cholesterol, Triglyceride, HDL, LDL, HDL/LDL Ratio, Liver Function: SGPT(ALT), SGOT (AST), total Bilirubin, B1/B2, Total Protein and A/G ratio (TP-A/G), Alkaline Phosphatase, Serum Electrolytes: Sodium (Na), Potassium (K), Calcium (Ca); Chest x-ray (PA View); Cardiac Work-up: 12-lead ECG;</p> <p><u>For Females:</u> Mammography and Pap Smear  <u>For Males:</u> Digital Rectal Examination + PSA</p> <p><u>If with indications:</u>  Treadmill Stress Test plus 2D Echocardiography with Doppler Studies  Bone Densitometry  Whole Abdomen and Pelvic Ultrasound  Proctoscopy  Colonoscopy  Pulmonary test  Thyroid Function Test  Gamma-glutamyl Transferase (GGT)</p>

	F.3. The annual physical examinations of all officials and employees shall be done at an accredited hospital/clinic or on-site, at the option of the officials and employees, and subject to the allowable MBL.	<input type="checkbox"/> Comply																		
	F.4. Drug testing of officials and employees shall be included as part of the annual physical examination upon the request of the Office of the Ombudsman.	<input type="checkbox"/> Comply																		
	<b>G. OPTICAL BENEFIT:</b> G.1. Reimbursement for prescription lens and frames not exceeding Twenty Thousand Pesos (₱20,000.00) per member per contract year.	<input type="checkbox"/> Comply																		
	<b>H. MENTAL HEALTH CARE PROGRAM</b> H.1. HMO coverage up to maximum of Fifty Thousand Pesos (₱50,000.00) (In-patient and Out-patient) per member per contract year which includes: H.1.a. Accredited Psychiatrist's Professional Fee (Out-patient and In-patient); H.1.b. Accredited Clinical Psychologist's Professional Fee; H.1.c. Psychological Testing; and H.1.d. Diagnostic Procedures/Laboratories. H.2. Reimbursement up to Twenty-Five Thousand Pesos (₱25,000.00) per contract per year for non-accredited Psychiatrists and Clinical Psychologists which includes all items pertaining to paragraph H.1., i.e., professional fees, psychological testing, and diagnostic procedures/laboratories. The reimbursement claim must be filed within thirty (30) calendar days from the date of availment and must include the following: H.2.a. Original Receipt H.2.b. Medical Certificate H.2.c. Doctor's Prescription	<input type="checkbox"/> Comply																		
	<b>I. DEATH BENEFIT</b> Financial assistance in the amount of Fifty Thousand Pesos (₱50,000.00) shall be given regardless of the cause of death of the member.	<input type="checkbox"/> Comply																		
	<b>J. OTHER FINANCIAL ASSISTANCE</b> J.1. HEALTH CARE PROVIDER shall provide financial assistance to all enrolled members in case of disablement or injuries covered under this CHCP in accordance with the following schedule: <table border="1" data-bbox="272 1629 1214 1978" style="margin-left: 40px; margin-top: 10px;"> <thead> <tr> <th></th> <th style="text-align: center;">Amount</th> </tr> </thead> <tbody> <tr> <td>a. Loss of both hands</td> <td style="text-align: center;">25,000</td> </tr> <tr> <td>b. Loss of both feet</td> <td style="text-align: center;">25,000</td> </tr> <tr> <td>c. Loss of both sight of both eyes</td> <td style="text-align: center;">25,000</td> </tr> <tr> <td>d. Loss of one hand and one foot</td> <td style="text-align: center;">25,000</td> </tr> <tr> <td>e. Loss of one hand and sight of one eye</td> <td style="text-align: center;">25,000</td> </tr> <tr> <td>f. Loss of one foot and sight of one eye</td> <td style="text-align: center;">25,000</td> </tr> <tr> <td>g. Loss of one hand or one foot</td> <td style="text-align: center;">12,500</td> </tr> <tr> <td>h. Loss of sight of one eye</td> <td style="text-align: center;">12,500</td> </tr> </tbody> </table>		Amount	a. Loss of both hands	25,000	b. Loss of both feet	25,000	c. Loss of both sight of both eyes	25,000	d. Loss of one hand and one foot	25,000	e. Loss of one hand and sight of one eye	25,000	f. Loss of one foot and sight of one eye	25,000	g. Loss of one hand or one foot	12,500	h. Loss of sight of one eye	12,500	<input type="checkbox"/> Comply
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	<b>III. TERMS AND CONDITIONS</b>																			
	1. The HEALTH CARE PROVIDER shall provide for all the services necessary to manage and/or administer the Office of the Ombudsman CHCP in accordance with the requirements and conditions set herein.	<input type="checkbox"/> Comply																		

	2. The HEALTH CARE PROVIDER guarantees to deliver efficient and effective service consistent with the objectives and purposes of the contract.	<input type="checkbox"/> Comply
	3. All Pre-existing Conditions and Illnesses, including Dreaded and Non Dreaded Illnesses ( <i>please refer to Annex B [Categories of Illnesses]</i> ), shall be waived or shall be covered immediately upon the effective date of coverage. The list of exclusions is indicated in the <i>Annex C (Exclusions)</i> .	<input type="checkbox"/> Comply
	<p>4. All expenses for EMERGENCY CARE SERVICES enumerated in Paragraph II (C) used in the emergency treatment of the patient and rendered in an accredited hospital or clinic and by an accredited physician, specialist, and/or sub-specialist shall be covered up to the MBL (<i>please refer to Annex A</i>) and provided on a “no cash-out basis.”</p> <p>4.1. If at the time of the emergency, the accredited hospital has no room available corresponding to the member’s room and board category, room and board may be upgraded to the next higher room (except suite room). The HEALTH CARE PROVIDER shall cover the difference in the room rates and other room-based charges or incremental costs for the first 24 hours.</p>	<input type="checkbox"/> Comply
	<p>5. All expenses for EMERGENCY CARE SERVICES enumerated in Paragraph II (C) used in the emergency treatment of the patient and rendered in a non-accredited hospital or clinic and by a non-accredited physician, specialist, and/or sub-specialist, or while in a foreign country shall be covered and will be reimbursed as follows:</p> <p>5.1. In areas where the HEALTH CARE PROVIDER has no accredited hospital or clinic, the HEALTH CARE PROVIDER shall reimburse all expenses including doctor’s fees incurred by the patient up to the MBL;</p> <p>5.2. In areas where the HEALTH CARE PROVIDER has an accredited hospital or clinic, the HEALTH CARE PROVIDER shall reimburse all expenses including doctor’s fees incurred by the patient based on the HEALTH CARE PROVIDER’S existing RVU rates as if the patient had been confined in the accredited hospital or clinic and/or seen by accredited physicians, specialists and/or sub-specialists.</p>	<input type="checkbox"/> Comply
	6. All expenses for HOSPITALIZATION/IN-PATIENT SERVICES such as, but not limited to, professional fees, laboratory and other diagnostic services, referrals, medicines, and other drugs used in the treatment of the patient and rendered in an accredited hospital or clinic, and by an accredited physician/s, specialist/s and/or sub-specialist/s, shall be covered up to the MBL.	<input type="checkbox"/> Comply
	<p>7. The professional services of a non-accredited physician, specialist, or sub-specialist rendered to a member while hospitalized for non-emergency treatment in a non-accredited hospital or while in a foreign country will be reimbursed based on the HEALTH CARE PROVIDER’S existing RVU rates.</p> <p>7.1. Expenses in excess of what is allowed shall be shouldered by the patient;</p> <p>7.2. Information on the HEALTH CARE PROVIDER’S prevailing surgical and hospital rates shall be provided within thirty (30) days from the execution of contract by the HEALTH CARE PROVIDER for the information of the members.</p>	<input type="checkbox"/> Comply
	8. All expenses for OUT-PATIENT SERVICES rendered in any accredited hospital or clinic and done by an accredited physician, specialist, and sub-specialist shall be on a “no cash-out basis” and will be covered up to the Maximum Benefit Limits based on the HEALTH CARE PROVIDER’S existing RVU rates.	<input type="checkbox"/> Comply

	<p>9. In case it becomes inevitable or necessary for an accredited physician or specialist to refer the member to a non-accredited physician, specialist, or sub-specialist, 100% of the actual professional fees based on existing RVU rates shall be settled by the HEALTH CARE PROVIDER directly with the non-accredited physician. In case the patient prefers a non-accredited physician, the professional fees shall be settled first by the patient subject to reimbursement by the HEALTH CARE PROVIDER based on prevailing RVU rates.</p>	<input type="checkbox"/> Comply
	<p>10. Expenses in non-accredited hospitals shall be reimbursed in accordance with No. 7 above. However, the transfer of a patient from a non-accredited hospital to an accredited hospital shall be covered by the HEALTH CARE PROVIDER up to the MBL in the following situations only:</p> <p>10.1. In serious or life-threatening cases where the immediate transfer of the patient is medically contraindicated, 100% of actual expenses shall be defrayed by the HEALTH CARE PROVIDER, including ground ambulance transfer until transfer is eventually effected;</p> <p>10.2. In cases where the patient refuses to be transferred, 100% of the fees and charges shall be reimbursed by the HEALTH CARE PROVIDER based on the HEALTH CARE PROVIDER'S existing RVU rates as if the patient had been confined in an accredited hospital and/or seen by an accredited physician or specialist;</p> <p>10.3. In serious or life-threatening cases where the immediate transfer by any means is an absolute necessity for the patient's survival, the HEALTH CARE PROVIDER shall defray 100% of all related expenses until transfer is eventually effected.</p>	<input type="checkbox"/> Comply
	<p>11. All claims for reimbursement, if any, must be submitted to the HEALTH CARE PROVIDER within thirty (30) working days from the date of discharge or consultation and shall be paid within twenty (20) working days from submission of claim provided all necessary supporting documents are submitted.</p>	<input type="checkbox"/> Comply
	<p>12. The HEALTH CARE PROVIDER shall provide liaison officers, coordinators (preferably hospital-based), and hotline services as follows:</p> <p>12.1. Liaison officers, coordinators (preferably hospital-based), and hotline services (e.g., contact details, email, mobile application, etc.) for EMERGENCY CARE SERVICES and HOSPITALIZATION/IN-PATIENT SERVICES shall be made available on a 24-hour 7-day basis;</p> <p>12.2. Designated Medical Coordinators and/or accredited doctors and dentists in hospitals and/or clinics for OUT-PATIENT SERVICES shall be available from 8 a.m. to 5 p.m., from Monday to Saturday. The designated Medical Coordinator must be a physician who shall be responsible for coordinating and overseeing the required healthcare services and benefits of the patient. He/she will initially examine, treat or refer patients to a specialist/s and/or sub-specialist/s, order diagnostic tests, prescribe the medicines and/or drugs, and arrange for the hospital confinement of the member whenever necessary; and</p> <p>12.3. At least one (1) liaison officer at the Office of the Ombudsman Central Office shall be provided to attend to availment concerns from Monday to Friday from 8 a.m. to 5 p.m.</p> <p>12.4. Letter of Authority (LOA) may be availed of through the designated liaison officer or through online platform.</p>	<input type="checkbox"/> Comply

	<p>13. The HEALTH CARE PROVIDER shall be required to submit the following:</p> <p>13.1. A Utilization Report containing the following information, among others: Services (Emergency Care, Hospitalization/In Patient, Out-Patient, Reimbursements, Dental Care, Annual Physical Examination, Burial, etc.) and benefits availed of and amount of utilization, the census of cases according to illness, age, sex, and duration of hospitalization. These reports shall be submitted on a semestral basis to the Office of the Ombudsman, through the General Administrative Office (GAO) within sixty (60) days counted from the end of every semester;</p> <p>13.2. An updated list of the Health Care Providers, coordinators, accredited hospitals, clinics, physicians, and dentists, including centers accredited for special services such as, but not limited to dialysis, eye care, animal bites or poisoning management, weight and nutrition management, and biometric programs. These informational materials shall be submitted within thirty (30) days from the delivery of Certificate of Coverage to the Office of the Ombudsman, through the GAO; and</p> <p>13.3. Announcements/Pamphlets/ Member Guidelines through online platform and/or hardcopy thereof for proper information and dissemination to the members shall be made available by the Health Care Provider within thirty (30) days from the delivery of Certificate of Coverage to the Office of the Ombudsman in coordination with the GAO.</p>	<input type="checkbox"/> Comply
	<p>14. In addition to accredited hospitals, Health Care Provider must have access to major hospitals but not limited to the following:</p> <p>a) NCR: Asian Hospital and Medical Center, Cardinal Santos Medical Center, Makati Medical Center, St. Luke’s Medical Center (Quezon City and Bonifacio Global City), The Medical City;</p> <p>b) Visayas: Chung Hua Hospital, Mactan Doctors Hospital, Cebu Doctors Hospital, University of Cebu Medical Center; and</p> <p>c) Mindanao: Davao Doctors Hospital; San Pedro Hospital of Davao City, Brokenshire Hospital, United Davao Specialists Hospital and Medical Center, Inc., Metro Davao Medical and Research Center, Inc., Tagum Doctors Hospital, Inc.</p>	<input type="checkbox"/> Comply
	<p>15. To effectively monitor contract compliance and observations and concerns regarding the delivery of services and benefits under the Plan, the General administrative Office are designated as the Healthcare Plan Coordinators, and will be tasked with coordinating with the HEALTH CARE PROVIDER and/or his authorized representatives.</p>	<input type="checkbox"/> Comply
	<p>16. The benefits under the PhilHealth and/or Employees Compensation Commission (ECC) are deemed integrated with the benefits under this Plan. Hence, the HEALTH CARE PROVIDER shall not be required to pay or advance the cost of benefits under PhilHealth and/or ECC.</p> <p>In case of hospital confinements, members should accomplish and submit the required PhilHealth Claim Form. Otherwise, the HEALTH CARE PROVIDER shall not be required to pay the PhilHealth portion of the hospital bill. The member who fails to claim the benefit under PhilHealth shall pay the cost of the unclaimed benefit.</p>	<input type="checkbox"/> Comply

	17. If the member’s bodily injuries are claimed to have been caused by an act or omission of a third party through a motor vehicle, the services and benefits shall be covered if the member executes an agreement to subrogate the HEALTH CARE PROVIDER to whatever rights the member may have by reason of the accident or event that gave rise to the claim.	<input type="checkbox"/> Comply
	18. The HEALTH CARE PROVIDER shall maintain a satisfactory standard of competency, conduct, and integrity among its employees. In this regard, the HEALTH CARE PROVIDER shall act on complaints/feedbacks brought to its attention by the General Administrative Office.	<input type="checkbox"/> Comply
	19. All information collected, held, and/or processed in this Ombudsman CHCP shall be handled and protected by the HEALTH CARE PROVIDER in accordance with R.A. No. 10173 (“Data Privacy Act of 2012”) and other relevant laws, rules and regulations."	<input type="checkbox"/> Comply
	20. The Health Care Provider shall at all times maintain an Acid Test Ratio of at least 1.0 (ATR=Current Assets/Current Liabilities)	<input type="checkbox"/> Comply
	21. Within ten (10) days from receipt of Notice to Proceed (NTP) and after submission by the HRMD/GAO of the indicative list of enrollees for qualified dependents and retired Ombudsman officials and employees, the Health Care Provider shall submit a proposed Comprehensive Health Care Plan (CHCP) and Schedule of Medical Coverage and Benefits for [1] Qualified Dependents and [2] Retired Ombudsman Officials and Employees, indicating therein the Room Type, Maximum Benefit Limit and Annual Premium per Age Bracket. The CHCP for qualified dependents and retired officials and employees shall be covered by a separate contract.	<input type="checkbox"/> Comply
<b>IV. CONTRACT PERIOD</b>		
	1. The TERMS AND CONDITIONS of this CONTRACT shall be effective for a period of one (1) year, which shall commence from the date of delivery of Certificate of Coverage.	<input type="checkbox"/> Comply
	2. Notwithstanding any provisions to the contrary, the Office of the Ombudsman shall have the right, power, and privilege to terminate the services of the HEALTH CARE PROVIDER without the need of judicial action for violation of the provisions of the Contract, as may be determined by the GAO, by giving thirty (30) calendar days written notice to the HEALTH CARE PROVIDER. In that event, the Office of the Ombudsman shall be entitled to a proportionate return of the contract price based on the unutilized premium. In case of pre-termination and/or termination of this CONTRACT and until the proportionate return of the contract price, the HEALTH CARE PROVIDER shall continue to render the services herein provided.	<input type="checkbox"/> Comply
	3. In the event that there is a need for an extension of the contract within a limited period, the parties may negotiate with respect thereto as may be allowed by the law, under the same terms and conditions as far as practicable.	<input type="checkbox"/> Comply
<b>V. TERMS OF PAYMENT</b>		
	The one-time payment shall be made within thirty (30) days after the receipt of the actual billing. The actual billing shall indicate the names of officials and employees who have been enrolled vis-à-vis the list of officials and employees as of 14 June 2024 as certified by the Ombudsman HRMD but not more than 1,192.	<input type="checkbox"/> Comply

	<p><b>VI. DELIVERY PERIOD/COVERAGE</b> The delivery of Certificate of Coverage shall be within 5 days after receipt of the Notice to Proceed. The one (1) year term and effectivity of the contract shall commence from the said delivery.</p>	<input type="checkbox"/> Comply																								
	<p><b>VII. OTHER CONDITIONS</b></p> <ol style="list-style-type: none"> <li>1. The official and employees and members shall not be liable for unpaid bills of the HEALTH CARE PROVIDER.</li> <li>2. In the event of fraudulent use of the membership card such as, but not limited to, use of the membership card by another person, connivance of the member with the doctor, etc., the HEALTH CARE PROVIDER has the right to terminate the membership of the said member who perpetrated or participated in the fraudulent act.</li> <li>3. In the event that the member was erroneously granted benefits in excess of his or her MBL, the excess amount shall be collected from the member by the HEALTH CARE PROVIDER with the assistance of the Office of the Ombudsman</li> </ol>	<input type="checkbox"/> Comply																								
	<p><b>ANNEX A: Maximum Benefit Limits (MBLs)</b> A Maximum Benefit Limit (MBL) refers to the consumable limit a member can use per treatment/illness/injury, per person, per year. This means that a member can be treated multiple times and every illness or injury is covered as long as the total cost for each illness or injury is within the MBL as indicated in the plan. The MBLs per member per treatment/illness/injury per contract year shall be as follows:</p> <table border="1" data-bbox="237 1076 1161 1492"> <thead> <tr> <th>Member</th> <th>Number</th> <th>MBLs</th> </tr> </thead> <tbody> <tr> <td>1. Ombudsman</td> <td>1</td> <td>1,000,000</td> </tr> <tr> <td>2. Overall Deputy Ombudsman</td> <td>1</td> <td>1,000,000</td> </tr> <tr> <td>3. Special Prosecutor</td> <td>1</td> <td>1,000,000</td> </tr> <tr> <td>4. Deputy Ombudsmen</td> <td>4</td> <td>1,000,000</td> </tr> <tr> <td>5. Other Officials and employees</td> <td>1,185</td> <td>500,000</td> </tr> <tr> <td>6. Qualified Dependents *</td> <td>TBD</td> <td>500,000 or below</td> </tr> <tr> <td>7. Retired Officials and Employees – covered up to 85 years old*</td> <td>TBD</td> <td>1,000,000 or below</td> </tr> </tbody> </table> <p><i>Note: * Includes Voluntary Membership/Self-enrolled</i> Ombudsman Officials and Employees may include, as qualified dependents, a maximum of four (4) family members, including common law spouse, and relatives by consanguinity or affinity.</p>	Member	Number	MBLs	1. Ombudsman	1	1,000,000	2. Overall Deputy Ombudsman	1	1,000,000	3. Special Prosecutor	1	1,000,000	4. Deputy Ombudsmen	4	1,000,000	5. Other Officials and employees	1,185	500,000	6. Qualified Dependents *	TBD	500,000 or below	7. Retired Officials and Employees – covered up to 85 years old*	TBD	1,000,000 or below	<input type="checkbox"/> Comply
Member	Number	MBLs																								
1. Ombudsman	1	1,000,000																								
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7. Retired Officials and Employees – covered up to 85 years old*	TBD	1,000,000 or below																								
	<p><b>ANNEX B: Categories of Illnesses</b></p>																									
	<p><b>A. Pre-existing Conditions/Diseases</b> Pre-existing illnesses are medical conditions present before enrollment such as but not limited to the following:</p> <ol style="list-style-type: none"> <li>1. Abnormalities of the nasal septum and turbinates</li> <li>2. Allergies, hay fever</li> <li>3. Anal Fistula</li> <li>4. Anemia</li> <li>5. Arthritis, Gout</li> <li>6. Bronchial Asthma</li> <li>7. Back injuries or persistent back pains (Scoliosis, Lumbago)</li> <li>8. Benign tumors or cysts</li> <li>9. Buerger’s Disease</li> <li>10. Calculi of the kidneys, urethra, bladder, and other kidney diseases</li> <li>11. Cataract, Glaucoma</li> <li>12. Diabetes Mellitus</li> </ol>	<input type="checkbox"/> Comply																								



	<ul style="list-style-type: none"> <li>13. Diseased tonsils requiring surgery</li> <li>14. Degenerative bone diseases, Hypertrophic bone diseases</li> <li>15. Endometriosis, PID, Uterine Myoma and Ovarian Cysts</li> <li>16. ENT tumors</li> <li>17. Gastric or Duodenal Ulcers</li> <li>18. Gallstones</li> <li>19. Goiter</li> <li>20. Hypo- and Hyperthyroidism</li> <li>21. Disabling migraine and other headaches</li> <li>22. Hemorrhoids, rectal bleeding</li> <li>23. Hernia (all types)</li> <li>24. Hypertension</li> <li>25. Vaginal bleeding, whether dysfunctional or abnormal bleeding</li> <li>26. Liver conditions such as jaundice, non-alcoholic cirrhosis, hepatitis, cancer, abscess</li> <li>27. UTI, Urinary Incontinence (loss of urine control)</li> <li>28. Persistent bowel disease</li> <li>29. Prostate diseases, BPH</li> <li>30. Sinus conditions requiring surgery, sinusitis, nasal deviations, adenoiditis</li> <li>31. Tuberculosis, all forms</li> <li>32. Varicose veins</li> <li>33. Meniere's disease, vertigo</li> <li>34. Tumors of the skin, muscular tissue, breast, bone or malignancies of blood or bone marrow</li> <li>35. Collagen diseases</li> <li>36. Psoriasis and Vitiligo</li> <li>37. Visual defects</li> <li>38. Malignancies and blood dyscrasias (cancer, leukemias, idiopathic Thrombocytopenic Purpura)</li> </ul>	
	<p><b>B. Dreaded Illnesses</b>  Dreaded illnesses are considered serious, critical, or life-threatening conditions such as but not limited to:</p> <ul style="list-style-type: none"> <li>1. Accidents and burns</li> <li>2. Any ailment needing ICU/CCU care and its equivalent</li> <li>3. Cerebrovascular accidents and/or complications</li> <li>4. Neurosurgical conditions such as previous craniotomy cases with sequelae</li> <li>5. Poliomyelitis, Encephalitis, Meningitis</li> <li>6. Guillain-Barre Syndrome</li> <li>7. Hypertensive emergencies and other chronic cardiovascular, ischemic heart diseases, including open heart by-pass surgery</li> <li>8. Endocrine Disorders, Diabetes Mellitus</li> <li>9. Disorders of lipoprotein metabolism and other lipidemias</li> <li>10. Chronic Pulmonary Diseases</li> <li>11. Chronic Renal Diseases, including serious conditions needing peritoneal or hemodialysis</li> <li>12. All types of cancer, including therapeutic, palliative, and diagnostic modalities</li> <li>13. Chronic liver diseases, liver cirrhosis, Hepatitis B complications except those due to alcoholism, drug addictions, substance abuse</li> <li>14. Chronic Gastrointestinal diseases which may require bowel resection and/or anastomosis</li> <li>15. Blood dyscrasia or infections (ex. Leukemia, Hemophilia, Bacteremia, Septicemia)</li> <li>16. Collagen diseases, Immunologic Disorders</li> <li>17. HIV, AIDS, and AIDS-related diseases</li> <li>18. Back injuries or persistent back pains (scoliosis, lumbago), slipped disc,</li> </ul>	<input type="checkbox"/> Comply

	spinal stenosis, spondylosis, and the like 19. COVID-19, moderate to severe	
	<b>C. Non-dreaded Illnesses</b> Any illness or injury not covered under Dreaded Illnesses and those enumerated as Exclusions.	<input type="checkbox"/> Comply

**ANNEX C: EXCLUSIONS**

	<p>The following conditions will be considered exclusions from the coverage:</p> <ul style="list-style-type: none"> <li>A. Cosmetic surgery and oral surgery except for dermatological procedures contained under paragraph II.A.8 of the Terms of Reference and for reconstructive surgery to treat a dysfunctional defect due to disease, accident, or injury;</li> <li>B. Circumcision except for correction of Phimosis;</li> <li>C. Experimental medical procedures, acupuncture, acupressure, reflexology, and chiropractic;</li> <li>D. Services to diagnose and/or reverse infertility or fertility and virility/potency (erectile dysfunction);</li> <li>E. Sexually transmitted diseases except HIV and AIDS;</li> <li>F. Injuries caused by firecrackers lit/exploded by the member himself/herself;</li> <li>G. Injuries/illnesses suffered under conditions of war, riots, and other civil disturbances;</li> <li>H. Self-inflicted injuries or those resulting from attempted suicide, self-destruction, participation in a crime/violation of ordinance, or attributable to the MEMBER's own misconduct or gross negligence, or use of alcohol and/or drugs; provided however, that a police report, although generally considered essential, shall not be used as sole basis for denying a member's benefits and shall merely be considered as a disputable presumption;</li> <li>I. Treatment of injuries sustained in a motor vehicle accident if the MEMBER or his guardian fails or refuses to sign the Deed of Subrogation;</li> <li>J. Rest cures, custodial, domiciliary, convalescent or intermediate care;</li> <li>K. Purchase or lease of durable medical equipment, oxygen dispensing equipment, and oxygen except when prescribed and necessitated during hospital confinement</li> <li>L. Routine physical examination and diagnostic/screening test for obtaining or continuing employment, requirement in school, insurance or government licensing;</li> <li>M. Professional fees of medico-legal officers;</li> <li>N. Dermatological procedures for purposes of beautification;</li> <li>O. Corrective eye surgery for error of refraction;</li> <li>P. Vitamins, supplements, tonic products, soap and shampoo;</li> <li>Q. Screening tests for blood donors including all expenses incurred in the process of organ donation; and</li> <li>R. Screening tests for gynecological hormonal imbalance, including menopausal syndromes and its complications;</li> </ul>	<input type="checkbox"/> Comply
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I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Very truly yours,

\_\_\_\_\_  
Signature Over Printed Name

\_\_\_\_\_  
Position

---

Company

---

Telephone Number/s

---

Email address/es

---

Date signed

**Statement of Compliance**

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

**OMBUDSMAN BID FORM NO. 2-FINANCIAL PROPOSAL WITH UNDERTAKING**

**BID FORM**

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

Project Identification No. : **QN 2024-133-DEC**

**HONORABLE SAMUEL R. MARTIRES**

Ombudsman

Office of the Ombudsman

Senator Miriam Defensor-Santiago Avenue (*formerly Agham Road*)

Barangay Bagong Pag-asa, Diliman, 1105 Quezon City

Attention: **HON. ADORACION A. AGBADA**

The Chairperson

Bids and Awards Committee-Main

Dear Ombudsman Martires:

Having examined the Philippine Bidding/Negotiated Procurement Documents including the Supplemental or Bid Bulletin Numbers \_\_\_\_\_, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **NEGOTIATED PROCUREMENT (TWO-FAILED BIDDINGS) FOR THE ONE YEAR COMPREHENSIVE HEALTH CARE PLAN FOR THE OFFICE OF THE OMBUDSMAN** in conformity with the said documents for the sum of \_\_\_\_\_ (P \_\_\_\_\_) [*total Bid/Best and Final Offer amount in words and figures*] or the total calculated bid/best and final offer price, as evaluated and corrected for computational errors, and other bid/ best and final offer modifications in accordance with the Price Schedules attached herewith and made part of this Proposal/Quotation. The total bid/ best and final offer price includes the cost of all taxes, such as, but not limited to: [*specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties*], which are itemized herein and in the Price Schedules,

If our Proposal/Quotation is accepted, we undertake:

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

Until a formal Contract is prepared and executed, this Proposal/Quotation, 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 Best and Final Offer or any Proposal/Quotation you may receive.

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

The undersigned is authorized to submit the Proposal/Quotation on behalf of [*name of the bidder*] as evidenced by the attached [*Special Power of Attorney/Secretary's Certificate/Certification from the Supplier/Authority issued by the bidder*].

We acknowledge that failure to sign each and every page of this Bid Form, including the *attached Detailed Cost Breakdown/Schedule of Prices*, shall be a ground for the rejection of our proposal/quotation.

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

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

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

Duly authorized to sign the Proposal/Quotation for and behalf of: \_\_\_\_\_

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

Please also provide the following details for purposes of Proposal/Quotation notification required under Section 25.7 of the 2016 IRR (kindly provide details of **at least two (2)** officers of your company):

**Name of Proprietor/ Managing Partner / President/Officer:** \_\_\_\_\_

**Position/Designation:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email Address/es:** \_\_\_\_\_

**Contact Number/s:** \_\_\_\_\_

**Name of Proprietor/ Managing Partner / President/Officer:** \_\_\_\_\_

**Position/Designation:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email Address/es:** \_\_\_\_\_

**Contact Number/s:** \_\_\_\_\_

**QN 2024-133-DEC:  
NEGOTIATED PROCUREMENT (TWO-FAILED BIDDINGS) FOR THE ONE YEAR  
COMPREHENSIVE HEALTH CARE PLAN FOR THE OFFICE OF THE OMBUDSMAN**

**BID PRICE SCHEDULE**

Coverage	Maximum Benefit Limit (MBL) / Number	Total Quantity	Individual Annual Premium Rate	Value-Added Tax (12% VAT)	Total Annual Premium Rate	Total Premium (Inclusive of Value-Added Tax)
Column 1	Column 2	Column 3	Column 4	Column 5 = [12% x Column 4]	Column 6 = [Column 4 + Column 5]	Column 7 = [Column 3 * Column 6]
Ombudsman, Overall Deputy Ombudsman, Special Prosecutor, and Deputy Ombudsmen	PhP1,000,000.00 (seven (7))	1,192				
Other Officials and Employees	PhP500,000.00 (1,185)					
<b>Amount in Words (TOTAL):</b>						

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

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

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

Duly authorized to sign the Proposal/Quotation for and in behalf of: \_\_\_\_\_

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

[Note: The Bidder must **submit two copies** of the first envelope-(1)Original Copy and (2)Copy 1]

### Class “A” Documents

#### Legal Documents

- Valid and current Certificate of PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR of RA 9184 and GPPB Resolution No. 15-2021 dated 14 October 2021<sup>1</sup>.

#### *Notes:*

Only the current/updated Certificate of PhilGEPS Registration (Platinum Membership) shall be accepted during the Opening of Bids. Also, expired Certificate shall be a ground for the bid to be considered “failed”.

#### Technical Documents

- 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 [see the sample form]; **AND**

*Notes: The bidder must use the prescribed form appended to the Bidding Documents. The following are the supporting documents required:*

*1. Copies of the Contracts; and (If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein.)*

*2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP) (For private contracts, NOA or NTP shall not be required.)*

- 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 [see the sample form]; **AND**

*Notes: The bidder must use the prescribed form appended to the Bidding Documents. The following are the supporting documents required:*

*1. Copies of the Certificate of Acceptance by the end-user or Official Receipt (OR) or Sales Invoice;*

*2. Copies of the Contracts (If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein.)*

- 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 [see the sample form]; **AND**

<sup>1</sup> The following are the related provisions/requirements based on GPPB Resolution No. 15-2021 dated 14 October 2021 regarding submission of valid/current PhilGEPS Certificate of Registration (Platinum Membership):

- LIFT the suspension on the implementation of mandatory submission of the PhilGEPS Certificate of Registration (Platinum Membership) in Competitive Bidding and Limited Source Bidding, thus, fully enforcing Section 8.5.2 and 54.6 of the 2016 revised IRR of RA 9184 starting 01 January 2022; and
- AMEND Sections 23.1(a)(ii) and 24.1(a)(ii) of the 2016 revised IRR of RA 9184 to reflect that the submission of the recently expired Mayor’s Permit together with the Official Receipt as proof that the prospective bidders has applied for renewal within the period prescribed by the concerned local government unit shall be accepted by the PhilGEPS for the purpose of updating the PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 8.5.2 of the 2016 revised IRR of RA 9184



- Ombudsman Bid Form No. 1** - Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable, [see the sample form]; **AND**
- Original duly signed Omnibus Sworn Statement (OSS) (use GPPB prescribed form as per GPPB Resolution No. 16-2020) [see the sample form]; **AND**
- Proof of Appointment of Bidder's Authorized Representative(s):
  - NOTARIZED Certificate issued by the Corporate Secretary (for Corporation/Cooperative/Joint Venture) or issued by the Managing Partner or President (for Partnership), attesting the appointment of the bidder's representative(s) [see the sample form]; **OR**
  - NOTARIZED Special Power of Attorney for Sole Proprietorship [see the sample form].

**Financial Documents**

- BIDDER'S COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC) [see the sample form];<sup>2</sup> **OR**
- A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC Computation [see the sample form].

***Class "B" Documents***

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

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

- [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.
- If the Bidder claims preference as a Domestic Bidder/Domestic Entity, the bidder must submit:
  - Certification from the Department of Trade and Industry stating that the articles forming part of its bid are substantially composed of articles, materials, or supplies grown, produced, or manufactured in the Philippines.

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<sup>2</sup> 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.

## II. FINANCIAL COMPONENT ENVELOPE

[Note: The Bidder must **submit two copies** of the second envelope-(1) Original Copy and (2) Copy 1]

- Ombudsman Bid Form No. 2** - Original of duly signed and accomplished Financial Bid Form<sup>3</sup> [see the sample form]; **AND**
- Original of duly signed and accomplished **Bid Price Schedules(s)** [see the sample form].

**Important note:**

For authentication purposes, **ALL PAGES** of the negotiation documents for submission **must be certified** by the authorized signatory of the participating Supplier/Company. The Suppliers are also reminded to put proper tab on each negotiation documents.

The supplier should use the prescribed Sample Forms on the pages indicated in the table of Sample Forms.

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<sup>3</sup> Note: Where a required item is provided but no price is indicated, the same shall be considered as non-responsive. However, specifying a “0” (zero) or “-” (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 provided for (Section 32.2.1 (a), Rule IX, IRR)

**OFFICE OF THE OMBUDSMAN**  
Bids and Awards Committee-Main

<b>SAMPLE FORMS</b>	<b>Page</b>
Omnibus Sworn Statement (Revised)	52
Authority of Signatory – Special Power of Attorney	54
Authority of Signatory – Secretary’s Certificate	55
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## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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

### AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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

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

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

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

*[If a partnership or cooperative:]* None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project

Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

*[Insert signatory's legal capacity]*  
Affiant

**SUBSCRIBED AND SWORN** to before me this day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s personally appear before 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 *[\_\_\_\_\_]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

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 \_\_\_\_\_.

**SPECIAL POWER OF ATTORNEY**

I, \_\_\_\_\_, President of \_\_\_\_\_, a corporation incorporated under the laws of \_\_\_\_\_, with its registered office at \_\_\_\_\_, by virtue of Board Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, has made, constituted and appointed \_\_\_\_\_ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent \_\_\_\_\_ in the bidding of \_\_\_\_\_ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

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

\_\_\_\_\_  
Affiant

Signed in the Presence of:

\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY ) SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, personally appeared:

NAME                      CTC/Government Issued ID NO.                      ISSUED AT/ON  
\_\_\_\_\_  
\_\_\_\_\_

known to me and known to be the same person who executed the foregoing instrument consisting of \_\_\_\_\_( ) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

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 \_\_\_\_\_.

**SECRETARY’S CERTIFICATE**

I, \_\_\_\_\_, a duly elected and qualified Corporate Secretary of \_\_\_\_\_, a corporation duly organized and existing under and by virtue of the law of the \_\_\_\_\_ DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on \_\_\_\_\_ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that \_\_\_\_\_ be, as it hereby is, authorized to participate in the bidding of \_\_\_\_\_ by the Office of the Ombudsman; and that if awarded the project shall enter into contract with the Office of the Ombudsman; and in connection therewith hereby appoint \_\_\_\_\_ acting as duly authorized and designated representatives of \_\_\_\_\_, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent \_\_\_\_\_ in the bidding as fully effectively as the \_\_\_\_\_ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the \_\_\_\_\_ hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the \_\_\_\_\_ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the \_\_\_\_\_ shall not seek and obtain writ of injunctions or prohibition or restraining order against the Office of the Ombudsman or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said \_\_\_\_\_ this \_\_\_\_\_.

\_\_\_\_\_  
(Corporate Secretary)

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY ) SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, personally appeared:

<u>NAME</u>	<u>CTC/Government Issued ID NO.</u>	<u>ISSUED AT/ON</u>
_____		
_____		

known to me and known to be the same person who executed the foregoing instrument consisting of \_\_\_\_\_( ) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Name of Notary \_\_\_\_\_  
Public Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
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Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.



## STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS

I/We \_\_\_\_\_, do hereby state that:

1. I/We am/are the authorized and designated representative(s) of \_\_\_\_\_ (Name of Bidder) \_\_\_\_\_ with office address at \_\_\_\_\_;and
2. I/We am/are making this Statement of All Ongoing Government and Private Contract(s) as of \_\_\_\_\_ in compliance with Section 23.1 and 24.1 of the Revised IRR of RA 9184 and in accordance with the requirements of the Office of the Ombudsman- Bids and Awards Committee:

### ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING THOSE AWARDED BUT NOT YET STARTED

Project Name and Description	a. Client Name b. Address c. Telephone Nos. d. Contact Person	a. Date Awarded b. Date Started c. Date of Completion	Title of the Project in the Contract	% of Accomplishment		Contract Amount	Value of Outstanding Contracts/ Undelivered Portion	Date of Delivery/ Completion
				Planned	Actual			
<u>GOVERNMENT:</u>								
<u>PRIVATE:</u>								
						<b>TOTAL COST</b>		

Important notes:

This statement shall be supported with:

- 1 Notice of Award and/or Contract
- 2 Notice to Proceed issued by the owner

Submitted by:

\_\_\_\_\_  
Signature Over Printed Name of Authorized Representative

Name of the Company: \_\_\_\_\_

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

## STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE REQUIREMENT

I/We \_\_\_\_\_, do hereby state that:

1. I/We am/are the authorized and designated representative(s) of \_\_\_\_\_ (Name of Bidder) \_\_\_\_\_ with office address at \_\_\_\_\_;
2. I/We am/are making this Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid in accordance to the provisions of RA 9184 and the requirements of the Office of the Ombudsman- Bids and Awards Committee; and
3. The following are the details about the said single largest completed contract similar to the Project **within the last five (5) years**:

Name of the Contract	Company Name, Contact Person and Contact Number	Description of Similar Contract	Items/Goods	Amount of Contract	Date of Completion

Note: Description of Similar Contract (*description should show with the requirements such as kinds of goods sold, nature/scope of the contract for the procuring entity to determine the relevance of the entries with the Procurement at hand*)

This statement shall be supported with:

1. Certificate of Acceptance by the end-user or Official Receipt (OR) or Sales Invoice)
2. Contract or Purchase Order

Submitted by:

\_\_\_\_\_  
Signature Over Printed Name of Authorized Representative

Name of the Company: \_\_\_\_\_

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

## FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

### COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

	CURRENT ASSET		PhP _____
	CURRENT LIABILITIES (less)		PhP _____
	<b>NETWORTH</b>		PhP _____
			PhP _____ x 15
	VALUE OF ALL OUTSTANDING CONTRACTS (less)		PhP _____
			PhP _____
	VALUE OF ALL AWARDED BUT NOT YET STARTED CONTRACTS (less)		PhP _____
	NET FINANCIAL CONTRACTING CAPACITY		PhP _____

**Notes:**

The information herein will be based on financial statement for immediately preceeding calendar year duly audited and received by the BIR

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** \_\_\_\_\_

*K* = is fixed to 15 (Reference 2016 IRR, RA 9184)

The bidder may submit a committed Line of Credit from a Universal or Commercial Bank which must be equal to 10% of the ABC, in lieu of its NFCC computation (Reference: 2016 IRR, RA 9184).

Submitted by:

\_\_\_\_\_  
Signature Over Printed Name of Authorized Representative

Name of the Company: \_\_\_\_\_

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

**CREDIT LINE CERTIFICATE**

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

**HON. SAMUEL R. MARTIRES**

Ombudsman

Office of the Ombudsman

Senator Miriam Defensor-Santiago Avenue (Formerly Agham Road)

Barangay Bagong Pag-asa, Diliman, Quezon City

CONTRACT / PROJECT: \_\_\_\_\_

COMPANY / FIRM : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

BANK : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

AMOUNT : \_\_\_\_\_

This is to certify that the above Bank with business address indicated above, commits to provide the \_\_\_\_\_, if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the \_\_\_\_\_ of the Notice of Award and such line of credit shall be maintained until the project is completed by the Contractor.

This Certification is being issued in favor of said \_\_\_\_\_ in connection with the bidding requirement of the Office of the Ombudsman for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized Financing Institution Officer : \_\_\_\_\_  
Official Designation : \_\_\_\_\_  
Email Address: \_\_\_\_\_

Concurred By:  
Name & Signature of Supplier/Distributor/ Manufacturer/Contractor's Authorized Representative : \_\_\_\_\_  
Official Designation : \_\_\_\_\_  
Email Address: \_\_\_\_\_

*Note: The amount committed should be machine validated.*

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY ) SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, personally appeared:

NAME                      CTC/Government Issued ID NO.                      ISSUED AT/ON  
\_\_\_\_\_  
\_\_\_\_\_

known to me and known to be the same person who executed the foregoing instrument consisting of \_\_\_\_\_ ( ) pages, including the page whereon the acknowledgments is written and

acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

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

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

Gentlemen and/or Ladies:

In accordance with the payment provision included in Section 2.2, 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]*

## Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

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### CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents 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;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of [*total contract price in words and figures*] or such other sums as may be ascertained, [*Named of the bidder*] agrees to [*state the object of the contract*] in accordance with his/her/its Bid.
4. The [*Name of the procuring entity*] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*  
*[Insert Signatory's Legal Capacity]*

*for:*  
*[Insert Procuring Entity]*

*[Insert Name and Signature]*  
*[Insert Signatory's Legal Capacity]*

*for:*  
*[Insert Name of Supplier]*

#### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY ) SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, personally appeared:

<u>NAME</u>	<u>CTC/Government Issued ID NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of \_\_\_\_\_ ( ) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

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 \_\_\_\_\_.



## **Bid Securing Declaration Form**

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

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

### **BID SECURING DECLARATION** **Project Identification No.: [Insert number]**

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

*[Insert signatory's legal capacity]*

Affiant

**SUBSCRIBED AND SWORN** to before me this day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s personally appear before 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 *[\_\_\_\_\_]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

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 \_\_\_\_\_.

**Performance Securing Declaration (Revised)**

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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

**PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

*[Insert signatory's legal capacity]*

Affiant

**SUBSCRIBED AND SWORN** to before me this day of [month] [year] at [place of execution], Philippines. Affiant/s personally appear before 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 [\_\_\_\_\_], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Name of Notary  
Public Serial No. of Commission\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. [date issued], [place issued]  
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