OFFICE OF THE SOLICITOR GENERAL

OSG Building, 134 Amorsolo St., Legaspi Village, Makati City
Tel. No. 8988-1674 local 777; 8836-3314/Telefax No. 8813-1174

Procurement of Health Maintenance Organization (HMO) and Executive Checkup for the Office of the Solicitor General 2025

Government of the Republic of the Philippines

Lot 1 (HMO) : Php26,272,000.00
Lot 2 (Executive Check-Up) : Php2,376,000.00

[OSG PR No. 025-07-104]

Sixth Edition
July 2020

BAGONG PILIPINAS

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations ……3
Section I. Invitation to Bid…….……..6
Section II. Instructions to Bidders……...10
1. Scope of Bid ……11
2. Funding Information……11
3. Bidding Requirements …… 11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices 11
5. Eligible Bidders…… 12
6. Origin of Goods …….. 12
7. Subcontracts …… 12
8. Pre-Bid Conference …… 12
9. Clarification and Amendment of Bidding Documents …… 13
10. Documents comprising the Bid: Eligibility and Technical Components ……13
11. Documents comprising the Bid: Financial Component ……... 13
12. Bid Prices ……13
13. Bid and Payment Currencies ……14
14. Bid Security …… 14
15. Sealing and Marking of Bids ……15
16. Deadline for Submission of Bids ……15
17. Opening and Preliminary Examination of Bids …….. 15
18. Domestic Preference ……15
19. Detailed Evaluation and Comparison of Bids …… 15
20. Post-Qualification …… 16
21. Signing of the Contract …… 16
Section III. Bid Data Sheet ……..17
Section IV. General Conditions of Contract ……...…….20
1. Scope of Contract …… 20
2. Advance Payment and Terms of Payment …….. 20
3. Performance Security …… 20
4. Inspection and Tests …… 20
5. Warranty …… 21
6. Liability of the Supplier …….. 21
Section V. Special Conditions of Contract …….22
Section VI. Schedule of Requirements ……....26
Section VII. Technical Specifications ……27
Section VIII. Checklist of Technical and Financial Documents ……..44

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 Nation

Section I. Invitation to Bid

Republic of the Philippines

Office of the Solicitor General

OSG Bldg. 134 Amorsolo St., Legaspi Village, Makati City
Tel No. 8988-1674 loc. 777; & 8836-3314; Telefax No. 8813-11-74
Website: www.osg.gov.ph

INVITATION TO BID FOR

Procurement of Health Maintenance Organization (HMO) and Executive Checkup for the Office of the Solicitor General 2025

1. The **Office of the Solicitor General**, through **Republic Act (RA) No. 12116 or the General Appropriations Act of FY 2025 (under the Special Account in the General Fund)** intends to apply the sum of **Twenty-Six Million Two Hundred Seventy-Two Thousand Pesos (Php26,272,000.00) for Lot 1 – Health Maintenance Organization (HMO),** and **Two Million Three Hundred Seventy-Six Thousand Pesos (Php2,376,000.00) for Lot 2 – Executive Checkup / OSG PR No. 025-07-104** being the ABC to payments under the contract for each lot. Bids received in excess of the Approved Budget for the contract (ABC) for each lot shall be automatically rejected at bid opening.

2. The **OSG** now invites bids for the above Procurement Project. The HMO services shall be made available to the OSG after the HMO has received a **Notice to Proceed** from OSG. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184.

   Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from **OSG** and inspect the Bidding Documents at the address given below during **Monday to Friday 8:00am to 5:00pm**.

5. A complete set of Bidding Documents may be acquired by interested Bidders from Monday to Friday, between 8:00am to 5:00pm starting **31 July 2025** until 10:00am of **19 August 2025**, from the given address and website(s) below and upon payment of

the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos (Php25,000.00) for Lot 1,** & **Five Thousand Pesos (Php5,000.00) for Lot 2**. Interested bidders may purchase the bidding documents by depositing the amount of **Twenty-Five Thousand Pesos (Php25,000.00) for Lot 1,** & **Five Thousand Pesos (Php5,000.00) for Lot 2** with the **OSG Trust Fund 101 Account Number 1802-1016-23**, Office of the Solicitor General, Land Bank of the Philippines, Paseo de Roxas Branch, Makati City and submitting the proof of deposit at fms@osg.gov.ph, or by paying directly with the Cashier's Office at the Office of the Solicitor General, 134 Amorsolo Street, Legaspi Village, Makati City.

6. The **OSG** will hold a Pre-Bid Conference open to prospective bidders on **7 August 2025 @ 10:30am** at the **6th floor, BAC Room Convergys One Building & OSG Building located at 6796 Ayala Ave cor. Salcedo St., Legaspi Village, Makati City** and/or through video conferencing or webcasting *via* **Microsoft Teams.**

7. Bids must be duly received by the BAC Secretariat/Procurement through manual submission at the **6th Floor, ADMIN/Procurement Section, OSG Building, 134 Amorsolo St., Legaspi Village, Makati City** on or before **10:00am** of **19 August 2025**. **Late bids shall not be accepted.**

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be on **10:30am** of **19 August 2025** at **6th floor, BAC Room Convergys One Building & OSG Building located at 6796 Ayala Ave cor. Salcedo St., Legaspi Village, Makati City** and/or *via* **Microsoft Teams**. Bids will be opened in the presence of the bidders' representatives who choose to personally attend the activity.

10. Prospective Bidders are required to submit (1) one additional hard copy of their bid as allowed in **ITB** Clause 15.

    Also, for purposes of videoconferencing, prospective bidders are advised to provide their email addresses not later than thirty (30) minutes before the activity at the email address below. While the BAC can conduct face-to-face pre-bid conference and opening of the bids, prospective bidders are enjoined to send at most two (2) representatives due to the limited space of the conference room.

11. The **OSG** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

Christian D. Buat
ADMIN Division – Procurement Section / BAC Secretariat
Office of the Solicitor General
OSG Building, 134 Amorsolo St., Legaspi Village, Makati City 1229
E-mail Address: **rfq.osgprocurement@gmail.com**

Tel No. (02) **8988-1674** loc. **777** / (02) **8836-3314** / Telefax No. (02) **8813-1174**
Website: **www.osg.gov.ph**

13. You may visit the following websites:

For downloading of Bidding Documents: **https://osg.gov.ph/page?call=proc-biditems**

Date of Issue: ***July 31, 2025***

SHARON E. MILLAN-DECANO
Assistant Solicitor General
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, the **Office of the Solicitor General,** wishes to receive Bids for **Procurement of Health Maintenance Organization (HMO) and Executive Checkup for the Office of the Solicitor General 2025**, with identification number **OSG PR No. 025-07-104**.

The Procurement Project **Procurement of Health Maintenance Organization (HMO) and Executive Checkup for the Office of the Solicitor General 2025** is composed of **2 Lots**, 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 **Republic Act (RA) No. 12116 or the General Appropriations Act of FY 2025 (under the Special Account in the General Fund)** in the amount of **Twenty-Six Million Two Hundred Seventy-Two Thousand Pesos (Php26,272,000.00) for Lot 1 – Health Maintenance Organization (HMO),** and **Two Million Three Hundred Seventy-Six Thousand Pesos (Php2,376,000.00) for Lot 2 – Executive Checkup.**

2.2. The source of funding is:

a. NGA, **Republic Act (RA) No. 12116 or the General Appropriations Act of FY 2025 (under the Special Account in the General Fund).**

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and

obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may participate:

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

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

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

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

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

a. at least twenty-five percent (25%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity prescribes that: Subcontracting is **not** allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5) years** prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[1] 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**.

[1] In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

14.2. The Bid and bid security shall be valid until **120 calendar days from date of opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. For the procurement of Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC. b. Completed within five (5) years from the date of submission and receipt of bids. Similar contract shall refer to contract/s involving the supply of Health Maintenance Organization services.
7.1	No further instructions.
12	The price of the Goods shall be quoted DDP to the ***OSG Building, 134 Amorsolo St., Legaspi Village, Makati City*** 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: a. The amount of not less than **Php525,440.00 for Lot 1, & Php47,520.00 for Lot 2** *[two percent (2%) of ABC]*, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than **Php1,313,600.00 for Lot 1, & Php118,800.00 for Lot 2** *[five percent (5%) of ABC]* if bid security is in Surety Bond.
19.3	The project will be awarded under a contract for each lot with an ABC of **Twenty-Six Million Two Hundred Seventy-Two Thousand Pesos (Php26,272,000.00) for Lot 1 – Health Maintenance Organization (HMO),** and **Two Million Three Hundred Seventy-Six Thousand Pesos (Php2,376,000.00) for Lot 2 – Executive Checkup** inclusive of all government taxes and charges.
20.2	Must present the licenses and certifications required in the Terms of Reference. *Qualifications.* The HMO shall have ALL the following basic qualifications: a. Meet the standard bidder requirement under the BAC invitation to bid (technical component envelope), such as, valid PhilGEPS Registration Certificate; statement of all ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the

	contract to be bid; Bidder's Net Financial Contracting Capacity (NFCC) or a committed line of credit from a Universal or Commercial Bank in lieu of the NFCC, etc. b. Maintains a good track record in serving other companies or other government agencies which must be supported by at least three (3) Certificate of Satisfactory Performance from any contracted government agencies or private entities. c. Certification of Good Standing from Philippine Insurance Commission (PIC). Applicable provisions of the Government Procurement Reform Act (RA No. 9184) and its Revised Implementing Rules and Regulations (RIRR) shall form part of the Terms of Reference.
21.2	No further instructions.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be

conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	"The service required by the Contract shall be rendered at the ***OSG Building, 134 Amorsolo St., Legaspi Village, Makati City*** as well as in other properties rented by the OSG as its office premises**.** Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." **Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: *[For Goods supplied from abroad, state:]* "The delivery terms applicable to the Contract are DDP delivered to ***OSG Building, 134 Amorsolo St., Legaspi Village, Makati City.*** In accordance with INCOTERMS." *[For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered to ***OSG Building, 134 Amorsolo St., Legaspi Village, Makati City***. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is the *Supplies Section of the Administrative Division.* **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. **Spare Parts –** The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
	Packaging – The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. **Transportation –** Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract,

	shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	Payments are governed by the necessary auditing and accounting rules. ***Schedule of Payments***. *Schedule of Payments.* The HMO shall be paid within fifteen (15) days from sending its full billing for the payment of the total premium for the basic plan for OSG employees as principals. Billing and payment for upgraded plans and dependents shall be made thirty (30) days from sending the full billing for the same. HMO should issue Certificate of Coverage upon submission of full billing.
4	No further instructions.

Section VI. Schedule of Requirements

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

Item No.	Description	Quantity	Total	Delivered, Weeks/Months
	Procurement of Health Maintenance Organization (HMO) and Executive Checkup for the Office of the Solicitor General 2025 **Lot 1 : Health Maintenance Organization** **Lot 2 : Executive Check-Up**			The HMO services shall be made available to the OSG after the HMO has received a **Notice to Proceed** from OSG

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of 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.]

TERMS OF REFERENCE

Procurement of Health Maintenance Organization (HMO) and Executive Checkup for the Office of the Solicitor General 2025

APPROVED BUDGET COST LOT 1 (HMO): PHP 26,272,000.00
APPROVED BUDGET COST LOT 2 (EXECUTIVE CHECKUP): PHP 2,376,000.00

I. PROJECT DETAILS/BACKGROUND

Description

The OFFICE OF THE SOLICITOR GENERAL (OSG) seeks to procure a Health Maintenance Organization (HMO) to cover the hospitalization and medical needs of its 821 regular and co-terminus employees and executive checkup for its 36 Executive Officers.

Background

The Office of the Solicitor General (OSG) is a national government agency that represents the Republic of the Philippines and its officials, in their official capacity, in litigations, proceedings, investigations and other matters requiring the services of a lawyer.

As the "legal office" of the government, it is imperative for the OSG to promote overall well-being and mental wellness and provide an inclusive, conducive, and supportive work environment for its employees. The provision of an office-wide HMO enhances the OSG's work environment for its employees.

Further, Section 5(1) of R.A. No. 9417 provides that the OSG may provide employees with Health care services through a HMO. Section 11 of the same law provides for a Special Trust Fund comprised of the OSG's income which will fund the implementation of the law, including those for health care services and insurance premiums, among others.

Objective

The Project aims to contract with an HMO that can offer the best premium rates and best quality of service to the OSG employees, with the consideration of catering to major hospitals and medical networks.

II. TERMS OF AGREEMENT

		Statement of Compliance
1.	*Qualifications.* The HMO shall have ALL the following basic qualifications: a. Meet the standard bidder requirement under the BAC invitation to bid (technical component envelope), such as, valid PhilGEPS Registration Certificate; statement of all ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid; Bidder's Net Financial Contracting Capacity (NFCC) or a committed line of credit from a Universal or Commercial Bank in lieu of the NFCC, etc. b. Maintains a good track record in serving other companies or other government agencies which must be supported by at least three (3) Certificate of Satisfactory Performance from any contracted government agencies or private entities. c. Certification of Good Standing from Philippine Insurance Commission (PIC).	
2.	The HMO services shall be made available to the OSG after the HMO has received a Notice to Proceed from OSG.	
3.	*Where Services are to be Performed.* The HMO should be available 24/7 via hotline and an HMO desk is available in the major hospitals and medical networks to assist the OSG employees in availing of the HMO services.	
4.	Provision of Executive Checkup separate from APE to 36 executive employees, namely, the Solicitor General (1), Head Executive Assistant (1), Assistant Solicitors General (30) and Service Directors (4).	
5.	*Services to be Performed*. The HMO shall provide the following **minimum Technical Specifications** under the BAC invitation to bid, Section VII Lot 1 and Lot 2 thereof, copy of which is attached and made an integral part of this Terms of Reference. Important points under Technical Specifications are: **FOR LOT 1 (HMO):** d. Principals are regular employees of the OSG aged 18 years old up to and including 65 years old. Employees holding co-terminus positions are eligible regardless of age. e. Dependents can be covered with additional premium to be shouldered by the principal member. f. MBL of P100,000 for HMO coverage of 821 employees with an option to upgrade the basic plan; g. Regular Private Room (In-Patient)	

	h. Affiliated hospitals and medical network should include Asian Hospital and Medical Center, Makati Medical Center, St. Luke's Medical Center QC, St. Luke's Medical Center BGC, The New Medical City, Cardinal Santos Medical Center, Manila Doctor's Hospital, Capitol Medical Center, Healthway Medical Network and/or Hi-Precision Diagnostic Centers. i. Pre-existing illness/conditions of members at the start of membership shall be covered up to MBL, subject to exclusions and limitations. j. In patient care, out-patient care, therapeutic procedures, common laboratory procedures, special diagnostic procedures, and other special procedures, emergency care, APE, preventive care, financial assistance, dental benefits, and other special benefits shall be covered unless specifically limited or excluded under Section VII. Technical Specifications of the BAC invitation to bid. Any ambiguity shall be interpreted in favor of the inclusion of the unclear illness, procedure or treatment to the program coverage. k. Any reimbursement with the HMO shall be paid within thirty (30) days from submission of complete requirements. **FOR LOT 2 (Executive Checkup):** a. Benefit only for the Solicitor General, Head Executive Assistant, Assistant Solicitors General and Service Directors, for a total of 36 executive employees aged 18 years old up to and including 70 years old. b. OSG reserves the right to substitute retired, resigned or otherwise terminated employees for newly appointed employees to the position without additional payment of premium, administrative fees, or any other fees for the duration of the remaining period of the contract. c. All Executive employees mentioned (not otherwise terminated) who will be disqualified due to age eligibility within the contract period will not be removed from the program and shall be allowed to use the Executive Checkup benefit until expiry of contract. d. Coverage amount is Php66,000.00 per person. e. In-Patient Package with a Regular Private Room. f. Executive employee may opt to upgrade his/her executive check-up package. Any additional cost for the upgrade shall be the sole responsibility of the executive employee. g. Executive Checkup should be available in the following hospitals: Asian Hospital and Medical Center, Makati Medical Center, St. Luke's Medical Center QC, St. Luke's Medical Center BGC, The New Medical City, Cardinal Santos Medical Center, Manila Doctor's Hospital, and Capitol Medical Center. h. Package may have any of the following inclusions, up to the amount of Php66,000.00, subject to upgrade: CBC, Urinalysis, Stool Exam with Occult Blood, Fasting Blood Sugar, Blood Urea Nitrogen, Creatinine, Serum Uric Acid, Sodium, Potassium, Total Cholesterol, Triglyceride, HDL, LDL, VLDL, ALT, TSH. Hepatitis Screening, Testosterone (male),	

	Prostate Specific Antigen Test (male), 12-L EKG, Treadmill Stress Test, 2D Echo with Doppler Adult, Chest X-ray, Whole Abdominal Ultrasound, Mammography (female), Breast Ultrasound (female), Bone Mineral Density Test, Pap smear (female), Transvaginal Ultrasound (female), Visual Acuity Check, Nutrition Counseling, Body Composition Analysis, Physical Health Assessment, Skin Analysis, Pure Tone and Speech Audiometry with Tympanometry, Mental Health Screening, Complete History and Physical Examination, Interpretation of Results, Bioelectrical impedance analysis, and light and healthy meal with the In-Patient Package.	
III.	*Nature of Relationship*. Nothing herein shall be construed to create an employer-employee relationship between the CLIENT and the HMO.	
IV.	*Warranties of HMO.* The HMO warrants that they shall: a. conform strictly with all the conditions set forth in this Terms of Reference and Technical Specifications; b. secure and maintain, at their own expense, all registration, licenses and/or permits required by law; c. comply with legal requirements; as well as rules, regulations and directives of regulatory authorities; and d. coordinate only with authorized or designated personnel in the performance of their duties.	
V.	*Confidentiality*. The HMO shall not use (except for the OSG's benefit) or divulge to anyone – either during the term of this Agreement or thereafter – any of the OSG Employees' and their dependents' personal information or other proprietary data or information of any kind whatsoever acquired by the HMO in carrying out the terms of this agreement. In this regard, the HMO shall: a. be required to sign a non-disclosure agreement; b. warrant, represent and undertake reliability of the services required; c. agree to hold the propriety information in strict confidence; d. agree not to reproduce, transcribe or disclose the proprietary information to third parties without prior written approval from the OSG; and, e. uphold strict confidentiality of any and all information that will come to HMO Provider's knowledge.	
VI.	*Termination.* Either party may terminate this Agreement in the case of material default hereunder by the other party which remains uncured after 15 days prior notice. Any termination shall be effective in the manner and upon the date specified in the said notice and shall be without prejudice to any claims that either party may have against the other. The OSG's sole obligation in the event of such termination shall be to reimburse the HMO for services actually performed up to the effective date of termination. Premium paid beyond the period terminated shall be reimbursed by the HMO.	
VII.	*Liquidated Damages for Delay.* If the HMO fails to deliver any or all of the services within the period(s) specified by this agreement, the OSG	

	shall, without prejudice to its other remedies under the Contract and under the applicable law, deduct from the payment, 1/10 of 1% of the unperformed portion for every day of delay, but not exceeding 10% of the contract price per lot.	
VIII.	*Schedule of Payments.* The HMO shall be paid within fifteen (15) days from sending its full billing for the payment of the total premium for the basic plan for OSG employees as principals. Billing and payment for upgraded plans and dependents shall be made thirty (30) days from sending the full billing for the same. HMO should issue Certificate of Coverage upon submission of full billing.	
IX.	*Contract Duration.* The duration of the Contract shall be for one-year, unless earlier terminated by either party due to the aforementioned reasons.	

TECHNICAL SPECIFICATIONS

HEALTH MAINTENANCE ORGANIZATION (HMO)

Item	Specification	Statement of Compliance (Comply/Not Comply)
A. Membership Eligibility for Principals	1. All regular and co-terminus OSG employees. Married couples who are both employees of OSG shall each be considered as principal members.	
	2. OSG reserves the right to substitute resigned or otherwise terminated employees for newly hired employees, subject to the schedule of premium payments of the provider and availability of funds.	
	3. All principal members (not otherwise terminated) who will be disqualified due to age eligibility within the contract period will not be removed from the program and shall be allowed to use card and avail its benefits until expiry of contract.	
	4. OSG reserves the right to add newly hired regular and co-terminus OSG employees to the HMO Program within the two months period from the inception date, subject to the payment of additional pro-rated premium.	
B. Age Eligibility for Principals	1. 18 years old up to and including 65 years of age subject to Specification A.3.	

Item	Specification	Statement of Compliance (Comply/Not Comply)
	Employees holding co-terminus positions are eligible regardless of age.	
C. Membership Eligibility for Dependents	1. The lawful spouse	
	2. All eligible (legitimate, illegitimate or adopted) children and stepchildren of the principal, from fifteen (15) days old to twenty-one (21) years old if employed, or up to twenty-five (25) years old if unemployed	
	3. Both parents below (66) years old, if the employee is single or a widow/er with no children	
	4. All siblings from fifteen (15) days old to twenty one (21) years old, if the employee is single or a widow/er with no children	
D. Number of Dependents	1. The number of dependents shall in no way depend on the number of principal members.	
E. Responsibility for dependent's coverage	1. Each principal member is solely responsible for the cost of their dependent's coverage.	
F. Maximum Benefit Limit/Maximum Coverage Benefit for Principal Members	1. ₱100,000 per illness per member per year.	
G. Membership Plan/Package	1. Minimum of Regular Private Room (In-Patient)	
H. Upgrade of Membership Plan/Package	1. Principal members may opt to upgrade their membership plan/package (G.1) and maximum benefit limit (F.1). Any additional	

Item	Specification	Statement of Compliance (Comply/Not Comply)
	cost for the upgrade shall be the sole responsibility of the principal member.	
	2. Principal members may opt to enroll and upgrade the membership plan/package (G.1) and maximum benefit limit (F.1) for each of their dependents.	
	3. Principal members may opt to upgrade the membership plan/package and/or maximum benefit limit of their dependents.	
I. Philhealth Coverage	The plan pays benefits up to its limits after Philhealth Benefits have been exhausted.	
J. Provider Access	1. In good standing with affiliated hospitals and must include the following hospitals, medical networks, clinics:	
	1.1) Asian Hospital and Medical Center	
	1.2) Makati Medical Center	
	1.3) St. Luke's Medical Center QC	
	1.4) St. Luke's Medical Center BGC	
	1.5) The New Medical City	
	1.6) Cardinal Santos Medical Center	
	1.7) Manila Doctor's Hospital	
	1.8) Capitol Medical Center	
	1.9) Healthway Medical Network and/or Hi-Precision Diagnostics Centers	
K. **Pre-Existing Conditions**	1. Pre-existing illness/conditions of members at the start of membership shall be covered up to Maximum Benefit Limit, subject to exclusions and limitations.	
L. In-Patient Care	1. Professional Fees of attending doctors, anesthesiologists, surgeons, specialists, when necessary	
	2. Room and Board	

Item	Specification	Statement of Compliance (Comply/Not Comply)
	3. X-ray, laboratory tests and other diagnostic procedures	
	4. Anesthesia and its administration	
	5. Whole blood/human blood products and intravenous fluids	
	6. Oxygen and its administration	
	7. Drugs and medicines for use in the hospital	
	8. Dressings, conventional casts (plaster of Paris) and sutures	
	9. Use of operating and recovery rooms	
	10. Use of the Intensive Care Unit (ICU)	
	11. Standard Nursing Services	
	12. Standard Admission kit (including ice cap, wee bag, name tag)	
	13. Reimbursement of professional fees of non-accredited doctors of any specialization (for emergency cases only)	
	14. All other items or procedures directly related in the medical management of the patient, as deemed medically necessary by the attending physician	
M. Out-Patient Care	1. Medically necessary consultations during regular clinic hours	
	2. Pre and Post Natal consultations (once a month) excluding lab & diagnostics	
	3. Treatment for minor injuries such as lacerations, mild burns & sprains	
	4. Eye, ear, nose and throat (EENT) treatment	
	5. X-Ray, lab examinations, routine, diagnostic and therapeutic procedures	
	6. Minor surgery not requiring confinement	

Item	Specification	Statement of Compliance (Comply/Not Comply)
	7. Wart Cauterization except genital warts & condyloma acuminata covered for at least ₱2,500.00	
	8. Allergy Testing/ allergy screening and other related examinations covered for at least ₱1,200.00	
	9. Tuberculin test covered for at least ₱600	
	10. Sclerotherapy for varicose veins covered for at least ₱5,000 per leg	
	11. Online Consult / Teleconsultation covered through reimbursement only up to HMO RUV Rates	
	12. Any limitations made under Items M, N, O, P, and Q only refer to out-patient care and is not applied to In-Patient Care.	
N. Out-patient care: Therapeutic Procedures	1. Eye Laser Therapy for retinal hole, retinal detachment and glaucoma, prescribed by an Affiliated Physician/Specialist. Eye correction such as Lasik, PRK and the like are not covered.	
	2. Speech therapy covered for at least 12 sessions and subject to MBL.	
	3. Physiotherapy (Physical Therapy/Occupational Therapy) covered for at least 12 sessions and subject to MBL.	
	4. Chemotherapy	
	5. Oral chemotherapy	
	6. Dialysis	
	7. Radiotherapy	
	8. Phlebotomy	
	9. Thoracentesis	
	10. Therapeutic Radiology:	
	10.1) Brachytherapy	
	10.2) Cobalt	
	10.3) Linear-accelerator therapy	

Item	Specification	Statement of Compliance (Comply/Not Comply)
	10.4) Radioactive cesium	
	10.5) Radioactive iodine	
O. Outpatient Care: Common Laboratory Procedures	1. Blood Chemistries	
	2. Complete Blood Count (CBC)	
	3. Diagnostic Radiographs	
	3.1) Face (including sinuses), Head and Neck	
	3.2) X-ray of the spine (cervical, thoracic, lumbo-sacral)	
	3.3) Chest, ribs, sternum and clavicle	
	3.4) Biliary tract: Cholecystogram and Cholangiograms	
	3.5) Digestive: Plain film of the abdomen, Barium Enema, Upper GI Series, Lower GI Series	
	3.6) Urinary: KUB Pyelograms and cystograms	
	3.7) X-ray of the extremities and pelvis	
	4. Electroencephalogram	
	5. 12 Lead Electrocardiogram	
	6. TMST-Treadmill Stress Test	
	7. Pap smear	
	8. Urinalysis	
P. Outpatient Care: Special Diagnostic Procedures	1. Adrenocortical Function	
	2. Ambulatory Cardiac Monitoring (Holter)	
	3. Anti-Nuclear Antibody, C-Reactive Protein, Lupus Cell Exam	
	4. Arterial Blood Gas	
	5. Audiograms and Tympanograms	

Item	Specification	Statement of Compliance (Comply/Not Comply)
	6. Bone Densitometry Scan (Dexascan)	
	7. Bone Mineral Density Studies	
	8. Cardiac Stress Tests (Thallium and Dipyridamole Stress Tests)	
	9. Computed Tomography Scans	
	10. Diagnostic Ultrasounds: 2D-Echo, Doppler, Ultrasound (except for maternity cases), Digestive and Urinary Systems, Abdomen, and Deep Vein Thrombosis ultrasonic scanning	
	11. Electromyelography and Nerve Conduction Studies	
	12. Fluorescein Angiography	
	13. Impedance Plethysmography	
	14. Lung Function Studies	
	15. Magnetic Resonance Imaging	
	16. Magnetic Resonance Angiography	
	17. Mammography and Sonomammogram	
	18. Microscopic Examinations	
	19. Myelogram	
	20. Neuroscan (professional fee on reimbursement basis)	
	21. Nuclear Radioactive Isotope Scan	
	22. Perfusion Scan	
	23. Plasma Urinary Cortisol, Plasma Aldosterone	
	24. Polysomnograms (Sleep Study/Recording) covered for at least ₱10,000.00	
	25. Radionuclide Ventriculography	
	26. Radio-isotope Scans and Function Studies	
	26.1) Thyroid Scans	
	26.2) Liver	
	26.3) Renal	

Item	Specification	Statement of Compliance (Comply/Not Comply)
	26.4) GI - Gastro Intestinal	
	26.5) Cardiac	
	26.6) Parathyroid Bone, Pulmonary (Perfusion/Ventilation Lung Scans)	
	27. Thallium Scintigraphy	
	28. Continuous Positive Airway Pressure (CPAP) titration for sleep study	
	29. 4D Ultrasound except for maternity-related cases	
	30. Esophageal manometry	
	31. Intensified modulated radiotherapy	
	32. Botox except for cosmetic or beautification purposes	
	33. Position Emission Tomography (PET) Scan	
Q. Outpatient Care: Other Special Procedures	1. Arthroscopic Procedures	
	2. Coronary Angiogram covered up to MBL	
	3. Angioplasty covered up to MBL	
	4. Coronary Artery Bypass Graft covered up to MBL	
	5. Open Heart Surgery covered up to MBL	
	6. Cryosurgery covered up to MBL	
	7. Endoscopic procedures	
	8. Flourescein Angiogram covered up to MBL	
	9. Gamma Knife Surgery (based on cobalt/radiotherapy)	
	10. Hemorrhoidectomy (Conventional)	
	11. Hemorrhoidectomy (Scalpel)	
	12. Hemorrhoidectomy (Stapled) covered up to MBL	

Item	Specification	Statement of Compliance (Comply/Not Comply)
	13. Herniorrhaphy (except cost of mesh) excluding congenital hernia	
	14. Hysteroscopic Myoma Resection covered up to MBL	
	15. Hysterospically-guided D&C	
	16. Laparoscopic Procedures covered up to MBL	
	17. Laparoscopic Cholecystectomy covered up to MBL	
	18. Lithotripsy covered up to MBL	
	19. New/Special modalities not mentioned for which there are no comparable, conventional or traditional counterparts are covered up to MBL and for at least ₱20,000.00 when there are comparable, conventional or traditional counterparts	
	20. Organ Transplant (except cost of organs & procedure for donor	
	21. Percutaneous Ultrasonic Adrenalectomy covered up to MBL	
	22. Percutaneous Ultrasonic Nephrolithomy covered up to MBL	
	23. Stereotactic Brain Biopsy covered up to MBL	
	24. Testing involving Nuclear Technologies (Thallium Stress Testing, Radionuclide, Thyroid Scan, Pyrosphosphate Scintigraphy, Positron Emission Tomography, Radio Isotope Scanning)	
	25. Transurethral Microwave Therapy of Prostate covered up to MBL	
	26. Video Gastroscopy	
	27. CT Pulmonary Angiography	
	28. Photodynamic therapy	
R. Annual Physical Examination (Basic)	1. Physical Examination and History Taking	

Item	Specification	Statement of Compliance (Comply/Not Comply)
	2. Complete Blood Court	
	3. Urinalysis	
	4. Fecalysis	
	5. Chest X-ray	
	6. Electrocardiogram (ECG) covered for 35 years old and above	
	7. Pap Smear covered for 35 years old and above	
	8. Lipid profile, FBS, HBA1c, SGPT, SGOT, Creatinine test	
	9. Eye Exam	
S. Emergency Care	1. In Accredited Hospitals	
	1.1) Doctor's services	
	1.2) Emergency Room Fees	
	1.3) Medicines used for immediate relief during treatment	
	1.4) Whole blood/human blood products	
	1.5) Oxygen and IV fluids	
	1.6) X-ray, laboratory tests and other diagnostic procedures	
	2. In Non-Accredited Hospitals within and outside the Philippines covered through reimbursement only up to ₱30,000.00 subject to HMO RUV rates	
	3. Room Upgrading Provision in case of unavailability of entitled room (emergency cases only) covered up to 48 hours excluding Suite room	
T. Preventive Care	1. Health habits and Family Planning counseling	
	2. Anti tetanus, Rabies, Venom covered up to ₱25,000.00	
	3. Periodic monitoring of health problems	

Item	Specification	Statement of Compliance (Comply/Not Comply)
	4. Wellness programs/lectures covered for at least two (2) sessions	
	5. Immunization, excluding the cost of vaccines	
U. Financial Assistance	1. Natural Death - least ₱10,000.00	
	2. Accidental Death - least ₱20,000.00	
	3. Accidental Death and Dismemberment (percentage of principal sum)	
	3.1) Loss of life, or two limbs – 100%	
	3.2) Loss of both hands, or all fingers and both thumbs – 100%	
	3.3) Total loss of sight of both eyes – 100%	
	3.4) Loss of arm at or above elbow – 70%	
	3.5) Loss of arm between elbow and wrist, or leg or above knee – 60%	
	3.6) Loss of a hand, a foot, a leg below the knee, or sight of eye – 50%	
	3.7) Loss of four fingers – 35%	
	3.8) Loss of thumb – 15%	
	3.9) Loss of index finger – 10%	
	3.10) Loss of middle finger – 6%	
	3.11) Loss of ring finger, or big toe – 5%	
	3.12) Loss of little finger – 4%	
	3.13) Loss of metacarpals - first or second (additional) – 3%	
	3.14) Loss of metacarpals - third or fifth (additional) – 2%	
	3.15) Loss of toes all of one foot – 25%	
	3.16) Loss of any toe other than the big toe, each – 1%	
	3.17) Loss of hearing of each ear – 25%	
	3.18) Loss of Both Feet – ₱10,000.00	

Item	Specification	Statement of Compliance (Comply/Not Comply)
	3.19) Loss of One Hand and One Sight – ₱10,000.00	
	3.20) Loss of One Foot and One Sight – ₱10,000.00	
	3.21) Loss of One Hand or One Foot – ₱10,000.00	
	3.22) Loss of Sight of One Eye – ₱10,000.00	
V. Dental Benefits	1. Dental consultation (Dental Exam, TMJ, Ortho, Aesthetic)	
	2. Routine Oral Prophylaxis (Simple Scaling) covered for at least twice a year	
	3. Simple Tooth Extraction	
	4. Temporary Fillings	
	5. Treatment of Lesion, Wounds and Burns	
	6. Adjustment of dentures	
	7. Recementation of Jacket Crowns, Inlays and Onlays	
	8. Emergency Desensitization of hypersensitive teeth	
	9. Relief of acute dental pain (Except Prescribed Medicines)	
	10. Pre-natal Check of Teeth and Gums	
	11. Other Dental Services (Outside the Dental Benefit) discounted at 25%	
	12. Permanent filling covered for at least 2 teeth	
W. Other Special Benefits	1. Ambulance Service (hospital transfer) covered through reimbursement for at least ₱5,000.00 per conduction	
	2. Ambulance Service (if hospital has own ambulance facilities)	
	3. Benign Prostatic Hypertrophy	
	4. Congenital Conditions covered for at least ₱30,000	

Item	Specification	Statement of Compliance (Comply/Not Comply)
	5. Cataract Extraction (except cost of lens)	
	6. Hernia (Acquired)	
	7. Medicines covered only for in-patient and ER cases	
	8. Medico Legal Cases without violation subject to exclusion conditions and submission of police report	
	8.1) Motor Vehicular Accidents	
	8.2) Motorcycle Accident	
	8.3) Unprovoked Assault	
	9. Scoliosis, whether congenital, pre existing, developmental or acquired	
	10. Slipped Disc, Spondylosis and Spinal Stenosis	
	11. Sports Related Injuries	
	12. Work Related Conditions based on conditions covered by ECC	
	13. Covid-19	
X. Membership Card	1. ID Processing and Enrollment Fee is waived	
	2. Card Replacement Fee for corrections is waived	
	3. Card Replacement Fee for lost cards is charged to Member in the amount of at least ₱200.00.	
Y. Orientation	1. HMO shall provide an orientation on coverage, exclusions and procedure for availment.	
	2. HMO shall provide written materials on coverage, exclusions and procedure for availment.	

Item	Specification	Statement of Compliance (Comply/Not Comply)
Z. General Exclusions	1. Intentionally self-inflicted injury, suicide, death, self-destruction or any attempt thereat while sane or insane.	
	2. Illness, injury or death attributable to the member's own misconduct, gross negligence, intemperate or under the influence of drugs or alcohol, vicious or immoral habits; participation in the commission of a crime, violation of law or ordinance.	
	3. Unnecessary exposure to needless perils including firecracker injuries, hazardous sports and activities (such as aqualung diving, boxing, climbing, flying except air travel, football, hang-gliding, hunting, hurling, ice hockey, motor competitions, motorcycling competitions, parachuting, polo, pot-holing, power boating, racing, show jumping, skydiving, use of wood-working machinery, water ski-jumps and tricks, winter sports, wrestling, and yachting beyond 5 kilometers of a coastline).	
	4. War, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or undeclared), mutiny, riot, civil commotion, strike, civil war, rebellion, revolution, insurrections, conspiracy, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine or customs regulations; or nationalization by or under the order of any government or public or local authority; or any weapon or instrument employing atomic fission or radioactive force whether in time of peace or war.	
	5. Services in the Armed Forces of any country or international authority, whether in peace or war; participating in any political, police, investigative, firefighting, military or para-military activity; or any	

Item	Specification	Statement of Compliance (Comply/Not Comply)
	bodily injury or sickness contracted while in the military, naval, or air service.	
	6. Murder or assault, homicide or any attempt thereof; or physical injuries, occasioned by provocation of the member.	
	7. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.	
	8. Mental, nervous or other functional disorders of the mind; congenital anomalies and conditions arising therefrom.	
	9. Any dental work (except if dental benefits are covered in this Policy as indicated in the Schedule of Benefits), treatment or surgery; oral surgery, procedure for treatment of error of refraction, fitting of eye glasses or hearing aids; cosmetic including treatment for warts, plastic or reconstructive surgery, except to the extent that any of them are necessary for the repair and alleviation of damage to the member caused solely by accidental bodily injury covered under this Policy.	
	10. Any treatment in connection to pregnancy or resulting childbirth or miscarriage or complications therefrom (except if maternity benefits are covered in this Policy as indicated in the Schedule of Benefits); sterilization of either sex or reversal of such, artificial insemination, sex transformation or care for infertility; treatment of venereal diseases and other sexually transmitted diseases and Acquired Immune Deficiency Syndrome (AIDS);	
	11. Any charges where expenses are provided or covered by law or government including PhilHealth or treatment where charges are provided free of charge by any local or national government or treatment for any communicable disease declared by any government agency or entity as causing a state of emergency in an area.	

Item	Specification	Statement of Compliance (Comply/Not Comply)
	12. Any treatment which are not recommended and performed by a Physician as being medically necessary including any charges for non-medical services such as telephone, radio, television, extra bed, extra food, toilet articles and the like, private duty nurse or physician.	
	13. Purchase or use of durable medical equipment, oxygen dispensing unit except rental for use only while confined; expenses for corrective/prosthetic appliances, artificial aids, surgically implanted external devices and orthopedic hardware.	
	14. Any ambiguity shall be interpreted in favor of the inclusion of the unclear illness, procedure or treatment to the program coverage.	

EXECUTIVE CHECKUP

Item	Specification	Statement of Compliance (Comply / Not Comply)
AA. Eligibility	1. BENEFIT ONLY FOR SOLICITOR GENERAL, HEAD EXECUTIVE ASSISTANT, ASSISTANT SOLICITORS GENERAL (30), SERVICE HEADS (4), A TOTAL OF 36 EXECUTIVE EMPLOYEES.	
	2. OSG reserves the right to substitute resigned or otherwise terminated employees for newly appointed employees to the position without additional payment of premium, administrative fees, or any other fees for the duration of the remaining period of the contract, provided the executive check-up slot for the resigned/terminated employee is unused.	

Item	Specification	Statement of Compliance (Comply / Not Comply)
	3. All executive employees mentioned (not otherwise terminated) who will be disqualified due to age eligibility within the contract period will not be removed from the program and shall be allowed to use the Executive Checkup benefit until expiry of contract.	
BB. Age Eligibility for Principals	18 years old up to and including 70 years of age.	
CC. Package Type	In-Patient Package (minimum of private room)	
DD. Upgrade of Package	Executive employee may opt to upgrade his/her executive check-up package. Any additional cost for the upgrade shall be the sole responsibility of the executive employee.	
EE. Package Inclusions	Any of the following Package Inclusions, up to the maximum amount of Php66,000.00, subject to upgrade under Item AD:	
	1. Complete Blood Count	
	2. Urinalysis	
	3. Stool Exam with Occult Blood	
	4. Fasting Blood Sugar	
	5. Blood Urea Nitrogen	
	6. Creatinine	
	7. Serum Uric Acid	
	8. Sodium	
	9. Potassium	
	10. Total Cholesterol	
	11. Triglyceride	
	12. Good Cholesterol (HDL)	
	13. Bad Cholesterol (LDL)	

Item	Specification	Statement of Compliance (Comply / Not Comply)
	14. Very Low Density Lipoprotein (VLDL)	
	15. Liver Enzyme (ALT)	
	16. Thyroid Stimulating Hormone	
	17. Hepatitis Screening	
	18. Testosterone (male)	
	19. Prostate Specific Antigen Test (male)	
	20. 12-L EKG	
	21. Treadmill Stress Test	
	22. 2D Echo with Doppler Adult	
	23. Chest X-ray	
	24. Whole Abdominal Ultrasound	
	25. Mammography (female)	
	26. Breast Ultrasound (female)	
	27. Bone Mineral Density Test	
	28. Pap smear (female)	
	29. Transvaginal Ultrasound (female)	
	30. Visual Acuity Check	
	31. Nutrition Counseling	
	32. Body Composition Analysis	
	33. Physical Health Assessment	
	34. Skin Analysis	
	35. Pure Tone and Speech Audiometry with Tympanometry	
	36. Mental Health Screening	
	37. Complete History and Physical Examination	
	38. Interpretation of Results	
	39. Bioelectrical impedance analysis	
	40. With Light and Healthy Meal with the In-Patient Package	

Item	Specification	Statement of Compliance (Comply / Not Comply)
FF. Provider Access	1. Executive Checkup package can be availed in the following hospitals:	
	1.1) Asian Hospital and Medical Center	
	1.2) Makati Medical Center	
	1.3) St. Luke's Medical Center QC	
	1.4) St. Luke's Medical Center BGC	
	1.5) The New Medical City	
	1.6) Cardinal Santos Medical Center	
	1.7) Manila Doctor's Hospital	
	1.8) Capitol Medical Center	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

Note: Forms/Templates are downloadable at the GPPB website https://www.gppb.gov.ph/downloadable-forms/#tab-61412

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**

☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

☐ (g) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

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

Class "B" Documents

☐ (i) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the

potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

☐ (j) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (k) Original of duly signed and accomplished Price Schedule(s).

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

☐ (l) *[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.

☐ (m) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.


Republic of the Philippines
gppb
Government Procurement Policy Board