

**AGREEMENT FOR THE PROCUREMENT OF APRIL-DECEMBER 2022
LOCAL HEALTHCARE COVERAGE OF DFA PERSONNEL**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the Procurement of Local Healthcare Coverage for DFA Personnel for April-December 2022 (hereinafter, the "AGREEMENT" or alternatively, "Contract"), entered into in Pasay City, Metro Manila, Philippines on 01 APR 2022 between the:

DEPARTMENT OF FOREIGN AFFAIRS (hereinafter, the PROCURING ENTITY), with principal office address at 2330 Roxas Boulevard, Pasay City, represented by its Foreign Affairs Undersecretary and Acting Head of Procuring Entity (HOPE) SARAH LOU Y. ARRIOLA,
And

UNITED COCONUT PLANTERS LIFE ASSURANCE CORPORATION (hereinafter, the "PROVIDER" or alternatively, "Bidder"), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with a copy of its Certificate of Filing of Amended Articles of Incorporation enclosed as ANNEX A, with principal office address at Cocolife Building, 6807 Ayala Avenue, Makati City, Metro Manila, represented by MR. FRANZ JOIE D. ARAQUE, who is duly authorized to enter into this Agreement pursuant to its Secretary's Certificate dated 10 December 2021, a copy of which is attached as ANNEX B and made an integral part of this AGREEMENT.

WITNESSETH

WHEREAS, the PROCURING ENTITY invited bids for the Procurement of the April-December 2022 Local Healthcare Coverage of DFA Personnel, and has accepted a bid by the PROVIDER for the supply of said services in the sum of One Hundred Forty Nine Million Nine Hundred Ninety Two Thousand One Hundred Pesos (Php149,992,100.00) only (hereinafter, the Contract Price), inclusive of all taxes and other lawful charges.

WHEREAS, this Agreement, undertaken pursuant to BAC Resolution No. NTC PB-03-2022 dated 21 March 2022, complies with the applicable provisions of Republic Act 9184 and its Implementing Rules and Regulations;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties agree as follows:

1. The definitions included in the General Conditions of Contract (GCC) and Special conditions of Contract (SCC) provided with the Philippine Bidding Documents for Procurement of Goods and Services issued by the Government Procurement Policy Board (GPPB) are deemed incorporated in this Agreement.
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
 - v. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - vi. 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;
 - vii. Performance Security;



- viii. Notice of Award of Contract; and the BIDDER's conforme thereto; and
- ix. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. The 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 Agreement.

3. Accordingly, the following documents are attached and made integral parts of this AGREEMENT:

- ANNEX A – The BIDDER's Certificate of Filing of Amended Articles of Incorporation dated 10 February 2016
- ANNEX B – BIDDER's Secretary's Certificate dated 10 December 2021
- ANNEX C – Notice of Award dated 21 March 2022
- ANNEX D – Bid Form and Premium Schedule dated 08 March 2022
- ANNEX E – Certificate of Availability of Funds dated 03 January 2022 and 26 January 2022
- ANNEX F – Technical Specifications of the April-December 2022 Local Healthcare Coverage
- ANNEX G – Supplemental Bid Bulletin No. 1 dated 28 February 2022
- ANNEX H – General Conditions of Contract
- ANNEX I – Special Conditions of Contract
- ANNEX J – Performance Bond/Security

- 4. For and in consideration of the performance of services, the PROVIDER shall deliver the services to the PROCURING ENTITY within the period prescribed in the Technical Specifications (ANNEX F). Accordingly, the PROCURING ENTITY shall pay the PROVIDER the corresponding premiums of enrolled personnel stated in the Bid Form and Premium Schedule (ANNEX D). The terms of payment shall be made in accordance with the provisions stated in Section XII of the Technical Specifications (ANNEX F).
- 5. In the event of any dispute or difference that may arise between the parties herein, in connection with this Contract or the interpretation and performance of any of its clauses, the Parties shall exert their best effort to amicably settle such dispute or difference in good faith through negotiations between authorized representative/s of each Party, the joint decision of which shall be binding upon the Parties.
- 6. In case of failure to amicably resolve the dispute pursuant to the preceding paragraph, but not earlier than sixty (60) calendar days from the commencement of the negotiations between the Parties, the Parties agree to settle the matter with finality by submitting the same for arbitration under the Philippine Dispute Resolution Center Inc.'s (PDRCI) Arbitration Rules then in force at the time of the commencement of the arbitration. There shall be one arbitrator. The seat and venue of the arbitration shall be in Pasay City, Metro Manila, Philippines, whose laws shall be the law of the arbitration agreement. The arbitration proceedings, including all records, documents, pleadings, orders, and resolutions/judgements filed or rendered in pursuant thereto, shall be kept confidential and shall be conducted in the English language."
- 7. Any information or document obtained in connection with the execution or implementation of this Contract shall not be disclosed to any person or entity without written consent of the DFA. The non-disclosure and confidentiality requirement in this provision shall continue even after the expiration or termination of this Contract. The BIDDER shall likewise ensure that the personal information and sensitive personal information collected and processed pursuant to this Agreement shall comply fully with Republic Act no. 10173 or the Data Privacy Act, its Implementing Rules and Regulations and relevant issuances of the National Privacy Commission.
- 8. If any term or condition of this Contract is judicially declared to be void, invalid or otherwise unenforceable, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall, subject to their mutual

agreement, amend the Contract and/or execute such additional documents as may be necessary to give legal effect to the term or condition declared void, invalid, or unenforceable in a manner that, when taken with the remaining provisions, will achieve the intended purpose of the void, invalid or otherwise unenforceable provision.

IN WITNESS WHEREOF, the Parties, through their authorized representatives hereto have signed this Agreement in accordance with the laws of the Republic of the Philippines on the day and place first above written.


For the Procuring Entity:

DEPARTMENT OF FOREIGN AFFAIRS


By: **SARAH LOU Y. ARRIOLA**
Foreign Affairs Undersecretary
Head of Procuring Entity

For the Contractor:

**UNITED COCONUT PLANTERS LIFE
ASSURANCE CORPORATION
(COCOLIFE)**


By: **FRANZ JOIE D. ARAQUE**
Executive Vice President
Chief of Healthcare Division
Authorized Representative

WITNESSES


LYRIE F. FULGENCIO
DFA Chief Accountant


ARNULFO H. DIVINA
United Cocolife Planters Life Assurance
Corp.