

**AGREEMENT FOR THE PROCUREMENT OF THE 2023
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 CY 2023 (hereinafter, the "AGREEMENT" or alternatively, "Contract"), entered into in Pasay City, Metro Manila, Philippines on 29 DEC 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 Head of Procuring Entity (HOPE) ANTONIO A. MORALES,

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. JEFFERSON F. CALIPJO, who is duly authorized to enter into this Agreement pursuant to its Secretary's Certificate dated 03 November 2022, 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 2023 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 Ninety-Nine Million Nine Hundred Sixty-Eight Thousand Six Hundred Ninety-Six Pesos (Php 199,968,696.00) only (hereinafter, the Contract Price), inclusive of all taxes and other lawful charges.

WHEREAS, this Agreement, undertaken pursuant to BAC Resolution No. LHC-PB-43-2022 dated 23 December 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 03 November 2022
- ANNEX C – Notice of Award dated 23 December 2022
- ANNEX D – Bid Form and Premium Schedule dated 14 November 2022
- ANNEX E – Certificate of Availability of Funds dated 05 October 2022
- ANNEX F – Technical Specifications of the 2023 Local Healthcare Coverage
- ANNEX G – Supplemental Bid Bulletin No. 1 and 2
- 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) which is attached to and made an integral part of this agreement. The billings for November and December 2023 shall be subject to adjustment based on the actual enrollment and un-enrollment of members to avoid overpayment based on the audited billing by the Department, to be acknowledged by the Provider.
5. Dispute Resolution. – The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this Agreement through negotiations. In the event that an amicable settlement cannot be resolved within sixty (60) days from the date on which either Party has served written notice thereof on the other party, the Parties agree to settle the matter with finality by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations, and shall be governed by Philippine law. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential and shall be in the English language. Nothing in this Agreement shall prevent the Parties from filing a case with a Philippine court for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights, as may be the subject matter of the dispute. The seat and venue of arbitration and/or court proceedings shall be in Pasay City, Metro Manila, Philippines to the exclusion of all other venues.
6. 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.
7. 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.
8. Any other contract or agreement entered into by the Provider and a third party for the implementation of this Agreement shall be exclusively between such parties, to the exclusion of the Procuring Entity. The Provider warrants that it shall hold free and harmless the Procuring Entity from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential or punitive damages relating to the conduct or completion of the project.
9. Both parties warrant that they have not assigned and will not assign to any third party any cause of action, obligation, or demand of any nature whatsoever relating to any matter covered by this Agreement without the prior written consent of the other party.
10. This Agreement, the GCC, the SCC and the Technical Specifications encapsulate the full agreement between the Parties and any subsequent alteration, modification or amendment of the

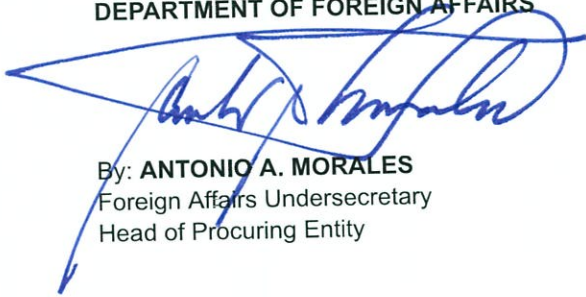
above-mentioned documents or any of their provisions shall be subject to mutual consent of both Parties and shall be made in writing.

11. This Agreement shall be binding on the parties' respective successors or assigns.

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: **ANTONIO A. MORALES**
Foreign Affairs Undersecretary
Head of Procuring Entity

For the Contractor:

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



By: **JEFFERSON F. CALIPJO**
Vice President/
Authorized Representative



JOVY V. FERRER
Acting DFA Chief Accountant

WITNESSES



ARNULFO H. DIVINA
United Cocolife Planters Life Assurance Corp.

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City) S.S

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Metro Manila, Philippines, on 08 MAR 2023 personally appeared ANTONIO A. MORALES, Foreign Affairs Undersecretary and JEFFERSON F. CALIPJC, authorized representative of Cocolife, known to me to be the same persons who executed the foregoing Agreement for the Procurement of the 2023 Local Healthcare Coverage for DFA Personnel, which instrument consists of four (4) pages including the page on which this acknowledgment is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and the entities they represent.

The Philippine Passport/Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

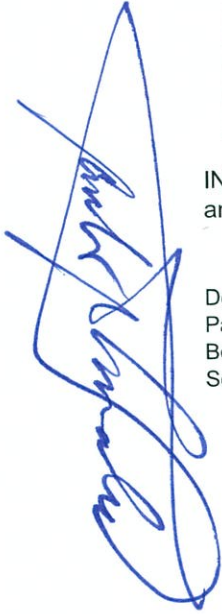
NAME	PASSPORT NO.	PLACE OF ISSUE	DATE OF ISSUE
MORALES, ANTONIO A.	D0009237 A	DFA MANILA	07 DEC 2021
CALIPJC, JEFFERSON F.	33-7137811-3	MANILA	


IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.


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Series of 2023

ATTY. IMELDA A. PANIS
NOTARY PUBLIC VALID UNTIL DEC. 31 2023
PTR NO. 1078945 JAN. 4, 2023
IBP LIFETIME MEMBER NO. 08365 ROLL NO. 52214
MCLE NO. VI-002935 NOV. 11, 2021 UNTIL 2023
COMMISSION NO. 2019-082
1091 N. LOPEZ ST. ERMITA, MANILA
BAC CHIEF CLERK
092273805


HRMO Asst Sec	_____
HRMO Ex Dir	_____
HRMO BWD Dir	_____
Desk Assistant	_____






Republic of the Philippines
Social Security System



JEFFERSON FRANCISCO
CALIPJO


33-7137841-3
 NOVEMBER 15, 1978


 DORAZON S. DE LA PAZ
DEPT. SECRETARY



PROUD TO BE A FILIPINO


REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE



NON-PROFESSIONAL DRIVER'S LICENSE


Last Name, First Name, Middle Name
CALIPJO, JEFFERSON FRANCISCO

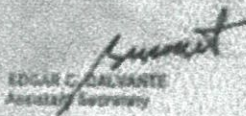
Nationality	Sex	Date of Birth	Height (ft)	Weight (kg)
PHL	M	1978/11/15	55	171

Address
BLK 5 LOT 2 BARCELONA ST. CERRITOS
TRAJE 2 SUBD. MOLING III BACOR CITY CAVITE

License No.	Expiration Date	Agency Code
D06-10-000256	2023/11/15	N40

Blind Type	Eyes Color
0+	BROWN
Restrictions	Conditions
1,2	NONE


 20181207
 Signature of Licensee


EDGAR C. CALVANTE
 Assistant Secretary