



Republic of the Philippines
DEPARTMENT OF LABOR AND EMPLOYMENT
Intramuros, Manila



CONTRACT AGREEMENT

THIS AGREEMENT, made this 4th day of July, 2021 between the **DEPARTMENT OF LABOR AND EMPLOYMENT (DOLE)**, with office address at DOLE Main Building, Intramuros, Manila, represented by **Secretary SILVESTRE H. BELLO III**, hereinafter called the “**DOLE**” and **PACIFIC CROSS INSURANCE, INC.** with office address at Blue Cross Center, 8000 Makati Avenue, Makati City represented by its Senior Vice President, Medical Sales, **MS. MARIA VICTORIA R. MUNSAAYAC**, hereinafter called the “**SERVICE PROVIDER**”.

WHEREAS, the DOLE invited Bids for certain goods and ancillary services, viz., **Provision of Comprehensive Health Care and Medical Service Plan of the Overseas Personnel Assigned in the Philippine Overseas Labor Offices** and the DOLE has accepted a total bid for **Thirty-Seven Million Four Hundred Ninety One Thousand Seven Hundred Sixty Two Pesos Only (P37,491,762.00)** hereinafter called the “**Contract Price**”.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Purchase Request;
 - b. Terms of Reference;
 - c. Supplemental/Bid Bulletin;
 - d. Schedule of Requirements;
 - e. Technical Specifications;
 - f. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents / statements submitted;
 - g. Instruction to Bidders;
 - h. Bid Data Sheet;
 - i. General Conditions of Contract;
 - j. Special Conditions of Contract;
 - k. Notice of Award of Contract and Bidder's conforme thereto; and
 - l. Performance Security;
3. Likewise, the Revised Implementing Rules and Regulations of Republic Act No. 9184 shall apply in the implementation of the project.

4. In consideration of the payments to be made by the **DOLE** to the **Service Provider** as hereinafter mentioned, the **Service Provider** hereby covenants with the **DOLE** to provide the goods and services and to remedy defects therein in conformity with the provisions of the Contract in all respects.
5. The **DOLE** hereby covenants to pay the **Service Provider** in consideration of the provisions of the goods and services and remedying of defects therein, the **Contract Price** or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this **Contract**.
6. The quarterly payment shall be subject to the actual number of enrollees for the insurance policy. The payment/premium may be adjusted proportionate and/or relative to the inclusion of newly deployed POLO personnel and exclusion of existing POLO personnel that would end their tour of duty or due to recall to the home office/ resignation, separation and termination;
7. Exclusion/deletion of enrollees to the insurance policy shall cease at the end of the month upon end of their tour of duty and the above mentioned causes and the inclusion of enrollees to the insurance policy shall commence on the first day of the deployment month. The coverage of POLO personnel's legal dependent is co terminus with the principal POLO personnel;
8. The **DOLE** shall notify the **Service Provider** in writing of the particulars of POLO personnel and/or legal dependents to be included and excluded/deleted, seven (7) calendar days before the effectivity of such changes. The information shall include but not limited to the following:
 - a) Date of inclusion or exclusion/deletion
 - b) Age
 - c) Date of Birth
9. The **Service Provider** shall confirm the **DOLE's** notification through a written notice that the requested inclusion and/or exclusion/deletion has been noted within three (3) calendar days from the day of receipt of the notification from the **DOLE**;
10. For purposes of inclusion and/or exclusion, the **Service Provider** shall provide either credit or debit memorandum to the **DOLE** through the Financial and Management Service, copy furnished the International Labor Affairs Bureau.
11. The approved **Terms of Reference** shall form an integral part of this contract.
12. Considering that the extension of the original contract is still in force and effect, pending receipt of the signed and notarized 2021 Health Care and Medical Services contract from Pacific Cross, the completion of the pertinent documentary requirements for the commencement of the 2021 medical

insurance coverage, such as, but not limited to the final approval of the enrollees master list updated profiles, the commencement date of the 2021 Health Care and Medical Services contract is hereby agreed to start on July 4, 2021 to avoid disruption of the medical coverage of the DOLE overseas personnel posted abroad.

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


Signed, sealed, and delivered by:

**DEPARTMENT OF LABOR AND
EMPLOYMENT**

PACIFIC CROSS INSURANCE, INC.

By:


By:


SILVESTRE H. BELLO III
Secretary


MARIA VICTORIA R. MUNSAYAC
Senior Vice President, Medical Sales

Signed in the presence of:


ALICE C. VISPERAS
Director,
International Labor Affairs Bureau (ILAB)


PACIFIC CROSS INSURANCE, INC.

Certified Funds Available:

14,059,410.75
(July to Dec 2021;
Don't share only)
RICHELDA L. BALLAD
Department Chief Accountant *ORS 2021-06-3947*
Financial and Management Service