

CONTRACT FOR HEALTH CARE SERVICES

THE PUBLIC IS INFORMED:

This CONTRACT is executed between:

The **BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)** a government instrumentality created by virtue of Republic Act No. 7227, as amended, with principal office at BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st Street Cor. 2nd Avenue, Bonifacio Global City, Taguig City, represented here by its Executive Vice President, **AILEEN ANUNCIACION R. ZOSA**, who is duly authorized for this purpose under Item No. 178, page 27 of the BCDA Manual of Approval dated 22 November 2017;

- and -

PHILIPPINE BRITISH ASSURANCE COMPANY INC., a Corporation duly organized and existing under Philippine laws, with principal office at Penthouse, Morning Star Center Bldg., 347 Se. Gil Puyat Avenue Extension, Makati City, represented in this act by its Assistant Vice President for Accident and Health, **Atty. JENNIFER U. JUANILLO**, duly authorized for this purpose as evidence by the Secretary's Certificate dated 01 July 2021, a certified true copy of which is hereto attached as Annex "A" and made an integral part hereof.

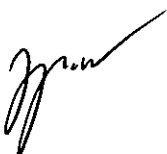
(BCDA and the CONTRACTOR may hereinafter be referred to collectively as "PARTIES" and individually as "PARTY".)

- ANTECEDENTS -

Under Republic Act No. 7227, as amended by Republic Act No. 7917, BCDA is mandated to accelerate the sound and balanced conversion into alternative productive uses of the military reservations and their extensions, to raise funds by the sale of portions of Metro Manila military camps, and to apply said funds for the development and conversion into alternative productive uses of these properties.

Pursuant to the Omnibus Rules Implementing Book V of Executive Order No. 292, each agency shall be responsible for the creation of an atmosphere conducive to the improvement of employee morale and towards this end, make provisions for the establishment of units responsible for the maintenance of employee health and welfare, among others. BCDA has committed to look after the welfare of its employees in order to maintain a healthy workforce to ensure productivity.

BCDA is in need of a health care service provider to service the health care needs of its employees and for this purpose, conducted a bidding in compliance with Republic Act No. 9184 for the selection of a health care service provider. Upon evaluation of the eligibility documents and bids, the Bids and Awards Committee (BAC) for Goods recommended that the Contract for Health Care Services be awarded to the CONTRACTOR since the proposal submitted by it has been found to be the most favorable and advantageous to BCDA. The BCDA President and CEO approved the recommendation of the BAC for Goods and awarded the contract to the said CONTRACTOR.



ACCORDINGLY, for and in consideration of the foregoing premises, and for the stipulations and conditions hereinafter stated, the parties hereto hereby agree and bind themselves to the following:

1. All words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and all documents deemed part of it, unless the context of the use of the words and expressions require otherwise.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) Contractor's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. Contractor's response to clarifications on the bid), including corrections to the bid resulting from the BCDA's bid evaluation;
 - (b) the Terms of Reference (TOR);
 - (c) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Notice of Award and the Contractor's *conforme* thereto.
3. In consideration of the full and satisfactory performance of the services rendered by the Contractor, BCDA shall pay the Contractor the Total Contract Price of **(Four Million Eight Hundred Seventy-Eight Thousand Nine Hundred Pesos) (Php4,878,900.00)**, inclusive of applicable taxes and fees.
4. In consideration of the payments to be made by the BCDA to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the BCDA to execute and complete the Health Care Services and remedy any defects therein in conformity with the provisions of this Agreement in all respects.
5. The BCDA hereby covenants to pay the Contractor in consideration of the execution and completion of the Health Care Services, the Contract Price or such other sum as may become payable under the provisions of this Agreement at the times and in the manner prescribed by this Agreement.
6. Amendments/Supplements to this Contract may only be made by mutual written agreement of the parties upon review and approval of the Office of the Government Corporate Counsel (OGCC); provided that no substantial or material amendments are allowed. OGCC's ensuing comments, recommendations or directives shall form part of this Agreement.
7. There shall be no employer-employee relationship between BCDA and the CONTRACTOR's medical personnel, employees, agents or representatives. Neither shall the CONTRACTOR 's medical personnel, employees, agents or representatives be considered as agents or representatives of BCDA. The CONTRACTOR shall have full responsibility, control and supervision over all its medical personnel, employees, agents and representatives employed in the delivery of the Services under this Contract.
8. The Parties hereby undertake to comply with the provisions of Republic Act No. 10173

otherwise known as the "Data Privacy Act of 2012" and its implementing rules and regulations. In this regard, the Parties hereby warrant and represent that they each have the necessary rules, protocols and safeguards with respect to the personal and/or sensitive personal information obtained in connection with this Contract. The Parties herein agree to be bound by confidentiality of this Contract. As such, neither party may disclose to any third party the terms and conditions of this Contract.

9. This Contract is subject to the review of the Office of the Government Corporate Counsel (OGCC). The Parties agree that the comments and recommendations contained in the contract review of the OGCC shall form part of this Contract.

SIGNED BY THE PARTIES this _____, in Taguig City, Philippines.

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

**PHILIPPINE BRITISH ASSURANCE
COMPANY INC.**

By:

By:



AILEEN ANUNCIACION R. ZOSA
Executive Vice President



ATTY. JENNIFER U. JUANILLO
AVP, Accident and Health



WITNESSES:



ACKNOWLEDGMENT

Republic of the Philippines)
City of Taguig) S.S.

TAGUIG CITY

BEFORE ME, a Notary Public for and in _____, personally appeared:

NAME	IDENTIFICATION DOCUMENT	DATE AND PLACE OF ISSUE
AILEEN ANUNCIACION R. ZOSA		
ATTY. JENNIFER U. JUANILLO		

Who are personally known to me and who represented to me that they are the same persons who signed and executed the foregoing Healthcare Services Contract and acknowledged to me that the same is their free and voluntary act and deed, as well as of the entities herein represented.

I further certify that said Healthcare Services Contract consists of ___ (__) pages including the page whereon this Acknowledgment is written. Parties and their witnesses signed at the proper spaces and at the left margin of every page.

SIGNED AND SEALED on AUG 06 2021 in Taguig City, Metro Manila, Philippines.



ATTY. EDUARDO P. BAROT
Notary Public for Taguig, Roll No. 36248
Commission No. 3 Until December 31, 2022
PTR No. 4578428/01.04.21/Mandaluyong City
IBP Lifetime Member No. 013895/06.02.15/ RSM
MCLE Compliance No. VI-0007875 /04.14.22/
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Corner 2nd Avenue Crescent Park West
Global City Taguig City, Philippines

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Page No. 2 ;
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