



Republic of the Philippines
Department of Education
 REGION IV-A CALABARZON



Legal-CO01-2024-184

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

DEPARTMENT OF EDUCATION REGIONAL OFFICE IV-A CALABARZON, a component field office of the government entity known as the Department of Education organized under existing Philippine laws with office address at Gate 2, Karangalan Village, Cainta, Rizal and herein represented by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE**. It shall be referred in this agreement as the **DEPED**.

-and-

COUNTRY BANKERS INSURANCE CORPORATION, a domestic corporation duly registered under the Philippine laws, with principal address at 648 T. M. Kalaw Avenue, Ermita, Manila, represented herein by its SVP & General Manager, **GERALDINE DESIDERIO-GARCIA**, hereinafter referred to as the **SERVICE PROVIDER**.

WITNESSETH

WHEREAS, the **DepEd** needs the services of a **Service Provider** who will provide Accident Insurance for the delegates of DepEd Region IV-A in the **“2024 NATIONAL FESTIVAL OF TALENTS”** on **July 7-12, 2024**, in City of Naga, Cebu;

WHEREAS, the Approved Budget for the Contract (ABC) is **TWENTY-ONE THOUSAND TWO HUNDRED PESOS ONLY (Php21,200.00)**;

WHEREAS, Section 53.9 of the 2016 Revised Implementing Rules and Regulations (R-IRR) of Republic Act 9184, otherwise known as the “Government Procurement Reform Act of 2003”, allows an agency to resort to Small Value Procurement as alternative methods of procurement where the amount involved does not exceed the threshold amount of One Million Pesos (Php1,000,000.00) as prescribed in Annex “H” thereof

WHEREAS, the Request for Quotation (RFQ) was posted in the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on May 9, 2024 to May 14, 2024;

WHEREAS, RFQs were sent to three (3) prospective suppliers. The three (3) prospective suppliers are as follows: (1) Country Bankers Insurance Corporation; (2) AXA Philippines; and (3); Pru Life UK

WHEREAS, one (1) Supplier submitted its proposal; **COUNTRY BANKERS INSURANCE CORPORATION** in the amount of **TWENTY-ONE THOUSAND PESOS ONLY (Php21,000.00)**. Thus, **COUNTRY BANKERS INSURANCE CORPORATION** is declared as the lone bidder;



Address: Gate 2, Karangalan Village, Cainta, Rizal
 Telephone No.: 02-8682-2114
 Email Address: region4a@deped.gov.ph
 Website: depedcalabarzon.ph



Certificate No. PHP QMS
 22 93 0085

WHEREAS, after review and deliberation on the proposal, **COUNTRY BANKERS INSURANCE CORPORATION** complied with the requirements and declared as the Single Calculated and Responsive Quotation (SCRQ);

NOW, THEREFORE, for and in consideration of the foregoing premises of the mutual covenants and provisions hereafter set forth, the parties hereto have agreed and do hereby mutually agree as follows:

Section 1
Responsibilities of the Service Provider

- a. The **Service Provider** shall insure the 106 delegates of DepEd in the 2024 National Festival of Talents with the following coverage:

ACCIDENTAL DEATH & PERMANENT DISABLEMENT	PhP100,000.00
ACCIDENT MEDICAL REIMBURSEMENT	10,000.00
Unprovoked Murder and Assault	100,000.00
Burial Benefit (Accident related)	15,000.00
Accident Daily Hospital Confinement Benefit (max of 15 Days)	250.00/day

The names of the insured are identified in Annex "A" of this contract.

The insurance shall take effect on July 7 to 12, 2024 and on the date of travel of the delegates to and from City of Naga, Cebu.

- b. Should the insurable events occur, the Service Provider shall reimburse the expenses of the delegates within 30 days from receipt of the application for claim.
- c. The Service Provider shall issue a policy to the delegates. All other obligations of the Service Provider and terms of the policy as stated in the Group Accident Insurance **Policy No. PA GROUP-HO-24-5035HO** are hereby deemed incorporated in this Contract.

Section 2
Responsibilities of the DepEd

The **DepEd** shall pay the amount of **TWENTY-ONE THOUSAND TWO HUNDRED PESOS ONLY (PhP21,200.00)** to the account of the Service Provider within the period allowed by law, rules and regulations.

Section 3
Termination of Contract

Either party may terminate this contract on any ground provided by law and for violation/s of the provisions of this contract. In such case, the party terminating shall serve a written notice to the other party at least one (1) day prior to the effectivity of termination.

Section 4
Venue of Action

The parties shall make every effort to resolve amicably and by mutual consultation any on all disputes or differences arising between the Parties in connection with the implementation of this Contract. Should such dispute not be resolved amicably, it shall be

submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative models of dispute resolution.

Section 5
Expiration

This contract shall be effective for the term of the policy and any and all extensions thereof.

Section 6
Capacity and Authorization

Each of the parties to this contract hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this contract and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this contract constitutes a valid and binding obligation between the parties.

Section 7
Other conditions of the contract

- a. The **Service Provider** shall cause the notarization of this contract.
- b. All other provisions of the insurance contract to be issued to the insured are deemed incorporated in this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of JUN 10 2024 at CITY OF MANILA Philippines.

**Department of Education
Region IV-A CALABARZON**



ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

**Country Bankers
Insurance Corporation**



GERALDINE D. GARCIA
SVP & Gen. Manager

SIGNED IN THE PRESENCE OF:



VIERNALYN M. NAMA
Chief EPS, CLMDD

DepEd Region IV-A CALABARZON

Republic of the Philippines)
_____)S.S. **BY OF MANILA**

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of **BY OF MANILA**, this **JUN 10 2024**, personally appeared:

Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	DepEd Office ID No. 4529876	
Geraldine D. Garcia	Driver's License ID No. N03-96-206094	2024/8/15

All known to me, and to me known to be the same persons who executed the foregoing document which they have acknowledged before me as their free and voluntary act and deed.

This instrument consists of four (4) pages duly signed by the parties and their witnesses, including this page where the acknowledgment is written.

IN WITNESS WHEREOF, I hereby affix my signature and my notarial seal this **JUN 10 2024** at **BY OF MANILA**, Philippines.

Doc. No. ...
Page No. ...
Book No. ...
Series of 2024.

ATTY. GARY SANTAN AURE
 NOTARY PUBLIC, ROLL NO. 60777
 PTR No. 1527767 Issued on Jan. 2, 2024 until Dec. 31, 2024 Manila
 IBP Lifetime No. 14599 Issued on Feb. 2, 2016
 Commission No. 023-018 Issued on Nov. 18, 2022 Effective Jan. 1, 2023 Until Dec. 31, 2024 Manila
 MCLE No. VII-0001648 Issued on Nov. 20, 2019 Valid Until April 14, 2025 Pasig City
 Office Address: L2F1 Upper Ground Floor, Burgundy Transpacific Place,
 2444 A. Taft Avenue, Malate, Manila 1004