



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



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**.

W I T N E S S E T H

WHEREAS, the **DepEd** needs the services of a **Service Provider** who will provide Accident Insurance for the **PARTICIPATION OF REGION IV-A CALABARZON TO THE 2024 PALARONG PAMBANSA** on **July 3-17, 2024**, in Cebu City;

WHEREAS, the Approved Budget for the Contract (ABC) is **ONE HUNDRED TWENTY THOUSAND PESOS ONLY (PhP120,000.00)**;

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 Philippine Government Electronic Procurement System (PhilGEPS) on June 27, 2024, in the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on June 26, 2024 to July 1, 2024;

WHEREAS, RFQs were sent to at least three prospective suppliers. The three 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 **ONE HUNDRED TWENTY THOUSAND PESOS ONLY (PhP120,000.00)**. 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 delegates of the DepEd Region IV-A in the 2024 Palarong Pambansa on July 3-17, 2024 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 3 to 17, 2024 and on the date of travel of the delegates to and from Cebu City.

- 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 are hereby deemed incorporated in this Contract.

Section 2
Responsibilities of the DepEd

The **DepEd** shall pay the amount of **ONE HUNDRED TWENTY THOUSAND PESOS ONLY (PhP120,000.00)** 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 amicable 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 _____ at _____, 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:

EDUARDA M. ZAPANTA
Chief EPS, ESSD
DepEd Region IV-A CALABARZON

Republic of the Philippines)
MANILA)S.S.

ACKNOWLEDGMENT

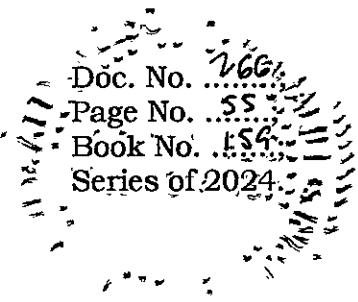
BEFORE ME, a Notary Public for and in the City of MANILA, this 03 JUL 2024, personally appeared:

Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	<u>DepEd Office ID No. 4529876</u>	_____
Geraldine D. Garcia	_____	_____

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 03 JUL 2024 at _____, Philippines.



Nelson H. Manalili
ATTY. NELSON H. MANALILI
 Notary Public Until 12-31-2025
 Commission No. 2024-021
 IBP No. 366033 / 11-07-2023 (For 2024) / Manila
 PTR No. 1529818 / 01-02-2024 / Manila
 Roll of Attorneys No. 45757
 ILE Compliance No. VIII-0000943, 12-01-22 / Pasig
 2nd Floor Country Bankers Centre,
 648 T.M. Kalaw Avenue, Ermita, Manila