



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 President **GERALDINE DESIDERIO-GARCIA**, hereinafter referred to as the **SERVICE PROVIDER**.

WITNESSETH

WHEREAS, the **DepEd** needs the services of a **Service Provider** who will provide **INSURANCE FOR DEPED REGION IV-A CALABARZON DELEGATIONS** for the **2025 PALARONG PAMBANSA** on **MAY 13, 2025 TO JUNE 4, 2025**;

WHEREAS, the Approved Budget for the Contract (ABC) is **TWO HUNDRED FOUR THOUSAND PESOS (Php204,000.00)**;

WHEREAS, on May 6, 2025, Ms. Eduarda M. Zapanta, Chief, Education Support Services Division, submitted a letter requesting for the emergency procurement of Insurance for DepEd Region IV-A CALABARZON Delegations for the 2025 Palarong Pambansa on May 13, 2025 to June 4, 2025.

WHEREAS, Section 53 and 53.2, Rule XVI of the 2016 Revised Implementing Rules and Regulations of RA 9184 provides that:

"Section 53. Negotiated Procurement

Negotiated Procurement is a method of procurement of Goods, Infrastructure Project and Consulting Services, whereby the Procuring Entity directly negotiates a contract with a technically, legally and financially capable supplier, contractor or consultant in any of the following:

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53.2 Emergency Cases. In case of imminent danger to life or property during a state of calamity, or when time is of the essence arising from natural or man-made calamities or other causes where immediate action is necessary to prevent damage to or loss of life or property, or to restore vital public service, infrastructure facilities and other public utilities.

In the case of Infrastructure Projects, the Procuring Entity has the option to undertake the project through negotiated procurement or by administration or, in high security risk areas, through the AFP.”

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The instances or situations where the foregoing conditions may be applied include the provision of immediate response and initial recovery steps to avoid loss of life, injury, disease and other negative effects on human, physical, mental and social well-being, together with damage to property, destruction of assets, loss of services, social and economic disruption and environmental degradation.

WHEREAS, the Bids and Awards Committee (BAC), through the BAC Secretariat, sent a Request for Quotation (RFQ) to Country Bankers Insurance Corporation for the project through Negotiated Procurement under Emergency Cases;

WHEREAS, in response to the said RFQ, **COUNTRY BANKERS INSURANCE CORPORATION** submitted its proposal in the amount of **TWO HUNDRED FOUR THOUSAND PESOS (Php204,000.00)**;

WHEREAS, after review and deliberation on the proposal, **COUNTRY BANKERS INSURANCE CORPORATION** complied with the requirements and has been found to be responsive;

WHEREAS, the Client invited bids for the procurement for the “**INSURANCE FOR DEPED REGION IV-A CALABARZON DELEGATIONS FOR THE 2025 PALARONG PAMBANSA**” on May 13, 2025 to June 4, 2025 and has accepted the bid/quotation of the travel insurance in the sum of **TWO HUNDRED FOUR THOUSAND PESOS (Php204,000.00)**. (Hereinafter called “the Contract Price”).

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 CALABARZON in the 2025 Palarong Pambansa on May 13, 2025 to June 4, 2025 with the following coverage:

Accidental Death & Permanent Disablement	PhP100,000.00
Accident Medical Reimbursement	PhP10,000.00
Unprovoked Murder and Assault	PhP100,000.00
Burial Benefit (Accident Related)	PhP15,000.00
Accident Daily Hospital Confinement Benefit (Max Of 15 Days)	PhP250.00/day

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

The insurance shall take effect on May 13, 2025 to June 4, 2025 and on the date of travel of the DepEd Region IV-A CALABARZON Delegations for the 2025 Palarong Pambansa.

- 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 **TWO HUNDRED FOUR THOUSAND PESOS (Php204,000.00)** 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

Settlement of Dispute

If any dispute of difference of any kind whatsoever shall arise between the parties in connection with the implementation of this contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all dispute arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004." By mutual agreement, the parties agree in writing to resort to other alternative modes 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 **MAY 13 2025** at **MANILA**, Philippines.

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

**Country Bankers
Insurance Corporation**

ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

GERALDINE D. GARCIA
President

SIGNED IN THE PRESENCE OF:

EDUARDA M. ZAPANTA
Chief, 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 **MAY 13 2025**, personally appeared:

Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	DepEd Office ID No. 4529876	
Geraldine D. Garcia	TIN # 908-892-216	

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 **MAY 13 2025** at **MANILA**, Philippines.

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Series of 2024

LAWRENCE WILFRIDO E GUERRERO
Notary Public for Manila, Phils
Comm No 2025-107 until Dec. 31, 2026
PTR 2101657 Mia/01.10.25
IBP 478984/ 11.26.24
Brgy. 875 Zone 96, Sta Ana, Manila
MCLE Compliance VIII-0011109