



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, Region IV-A, a government agency with office address at Gate 2 Karangalan Village, Cainta, Rizal, represented by its Regional Director, **FRANCIS CESAR B. BRINGAS**, hereinafter referred to as the **CLIENT**.

-and-

SMILE-TRAIL TRAVEL AND TOURS, with principal address at Lot 14 Blk 19 Devonport St., Greenridge Executive Village, Binangonan, Rizal, represented herein by its General Manager, **DOMINIC A. HERNANDEZ**, hereinafter referred to as the **CONTRACTOR**.

W I T N E S S E T H

WHEREAS, the **CLIENT** needs the services of a contractor who will provide Vehicle/Van Rental for the participants in the **"ENGAGEMENT ON KNOWLEDGE AND ORGANIZATIONAL MANAGEMENT SYSTEM AND PROCESSES BUILDING THROUGH FOCUS GROUP DISCUSSION"** on **July 13-14, 2022**.

WHEREAS, the Approved Budget for the Contract (ABC) is **TWENTY-EIGHT THOUSAND PESOS ONLY (Php28, 000.00)**;

WHEREAS, Rule XVI, Section 48.2 of the IRR of RA 9184 provides the general rule that public bidding is the general mode of procurement. However, the same section allows procuring entities to resort to alternative methods of procurement such as Negotiated Procurement subject to the approval of the Head of the Procuring Entity;

WHEREAS, Rule XVI, Section 53.9 of the IRR of RA 9184 allows Negotiated Procurement under Small Value Procurement as a mode of procurement subject to the approval of the Head of the Procuring Entity;

WHEREAS, the Request for Quotation (RFQ) was posted at the website of PhilGEPS, office website and conspicuous bulletin board of the regional office on May 9-12, 2022;

WHEREAS, RFQs were sent to at least three prospective suppliers;

WHEREAS, one (1) Supplier submitted its proposal: **SMILE-TRAILS TRAVEL AND TOURS** in the amount of **TWENTY-EIGHT THOUSAND PESOS ONLY (Php28,000.00)**. Thus, **SMILE-TRAILS TRAVEL AND TOURS** is declared as the lone bidder;

WHEREAS, after review and deliberation on the proposal, **SMILE-TRAILS TRAVEL AND TOURS** complied with the requirements and declared as the Single Calculated and Responsive Bid (SCRB);



Address: Gate 2, Karangalan Village, Cainta, Rizal
Telephone Nos.: 02-8682-5773/8684-4914/8647-7487
Email Address: region4a@deped.gov.ph
Website: depedcalabarzon.ph

WHEREAS, the Entity invited Bids for the Procurement of Vehicle/Van Rental for the participants in the **“ENGAGEMENT ON KNOWLEDGE AND ORGANIZATIONAL MANAGEMENT SYSTEM AND PROCESSES BUILDING THROUGH FOCUS GROUP DISCUSSION”** which will be held on **July 13-14, 2022** and has accepted a Bid by the Contractor in the sum of **Twenty-Eight Thousand Pesos Only (Php28,000.00)**. (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 Contractor

The Contractor shall:

1. Provide transportation services on June 13-14, 2022 to the participants of the client;
2. Maintain that all of the services to be performed under or pursuant to this contract shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services under the same or similar circumstances.
3. Damages and injuries not covered by PAMI shall be the responsibility of the Contractor

Section 2

Responsibilities of the Client

The Client shall be charged or billed the amount of **Twenty-Eight Thousand Pesos Only (Php28,000.00)** for the whole duration of the event.

Section 3

Supervision and Control

The Contractor shall exercise strict discipline, close supervision and exclusive control and administration over its personnel in accordance with law, ordinances and pertinent government rules and regulations as well as the rules and policies laid down by the CLIENT on the matter. In so far as enforcement of police and company rules and regulations related to safety is concerned, the CLIENT shall exercise supervision and control over the participants.

Section 4

Liability to Personnel and Third Parties

The Contractor is NOT an agent or employee of the CLIENT and the personnel to be assigned by the Contractor to the CLIENT are in no sense employees of the latter as they are for all intents and purposes employees of the Contractor.

Accordingly, the CLIENT shall not be responsible for any and all claims for personal injury caused to any of the personnel or to any third party where such injury arises out of or in the course of performance of said personnel.

Section 5
Specifications

In addition to the services offered mentioned above, the Contractor shall provide for the following:

- a. **Two (2) Unites of Van including Gas and Toll Fee**
- b. **Vehicle year model must be at least 2019 and up with a 12 seater capacity**
- c. **Minimum engine displacement at 2.5 liters or 4 cylinders gasoline engine**
- d. **Fully air conditioned**
- e. **Two (2) days rental**
- f. **Vehicles are insured by PAMI**
- g. **Provide licensed drivers with experience in driving vehicles in terrain similar to the place of destination**
- h. **Route: DepEd Region IV-A, Cainta, Rizal to NEAP-R Malvar, Batangas vice versa**

Section 6
Assignment

This contract cannot be assigned by either party. In case assignment will be made, the party assigning must inform the other party of such arrangement at least one day prior to the activity.

Section 7
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 8
Venue of Action

In case an action will arise from this agreement, the venue of the action shall be in Taytay, Rizal or Pasig City only.

Section 9
Warranty

The Contractor hereby warrants and attest that the signatory in this contract is duly authorized by the Board and / or its Management to sign for and its behalf.

Section 10
Other conditions of the contract


The Contractor shall cause the notarization of this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of JUL 12 2022 at QUEZON CITY, Philippines.

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


FRANCIS CESAR B. BRINGAS
Regional Director

**SMILE-TRAIL TRAVEL AND
TOURS**


DOMINIC A. HERNANDEZ
General Manager

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

~~JO~~ **BEFORE ME**, a Notary Public for and in the City of QUEZON CITY, this _____, personally appeared:

Name	Identification No.	Expiration Date
<u>Francis Cesar B. Bringas</u>	<u>Non-Professional Driver's License No. A08-89-001189</u>	2023/10/02

Dominic A. Hernandez _____

who are known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and voluntary act and deed.

This instrument, consisting of four (4) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page hereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, at the place and date above-written.

Notary Public

Doc. No. 5;
Page No. 2;
Book No. 65;
Series of 2022.

ATTY. RYAN C. CORRAL
Notary Public
Until December 31, 2022
PTR No. 2564877/ 61/27/2022 QC
IBP No. 178355/ 02/15/2022
Admin Matter No. BP-071
Roll No. 72112
MCLE Comp. No. M-0030600