



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-

**OL-STAR TRANSPORT TRAVEL AND TOURS OPC**, with principal address at Karangalan Village, Mangahan, Pasig City represented herein by its CEO, **MICHAEL JOHN C. LAYSON**, 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 **2 UNITS VAN RENTAL** for the **CONDUCT OF THE 2025 NATIONAL FESTIVAL OF TALENTS TO BE HELD AT VIGAN ILOCOS SUR** on **MAY 18-24, 2025**.

**WHEREAS**, **Service Provider**, offer its services in the amount of **ONE HUNDRED FOURTEEN THOUSAND PESOS (Php114,000.00)**;

**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 method 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 April 30, 2025, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on April 29, 2025 to May 5, 2025;

**WHEREAS**, RFQs were likewise sent to at least three (3) prospective suppliers namely:

1. M&C Tour Services;
2. Mizrach Transport & Logistic Company; and
3. Smile-Trails Travels & Tours.

**WHEREAS**, four (4) suppliers submitted their respective proposals before the deadline for the submission of quotations, offering the following financial quotations, as read:



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



Certificate No. PHP QMS  
22 93 0085

NAME OF BIDDER	AMOUNT OF BID	REMARKS
OL-STAR TRANSPORT TRAVEL AND TOURS OPC	Php100,000.00	Complying
LRJN TOURIST TRANSPORT SERVICE	Php103,000.00	Complying
ON-TRACK EXPRESS TRANSPORT SERVICES	Php111,006.00	Complying
88 NAZARETH TRANS SERVICES INC	Php113,500.00	Complying

**WHEREAS**, upon evaluation or careful examination of the technical specification submitted by **OL-STAR TRANSPORT TRAVEL AND TOURS OPC**, the BAC found that it was compliant with the proposed amount of **ONE HUNDRED THOUSAND PESOS (Php100,000.00)**.

**WHEREAS**, after review and deliberation on the proposal, **OL-STAR TRANSPORT TRAVEL AND TOURS OPC** complied with the requirements and declared as the Lowest Calculated and Responsive Quotation (LCRQ);

**WHEREAS**, the **DepEd** invited quotations for the procurement of 2 units van rental for the participants in the **“CONDUCT OF THE 2025 NATIONAL FESTIVAL OF TALENTS TO BE HELD AT VIGAN ILOCOS SUR”** on May 18-24, 2025 and has accepted the quotation of the **Service Provider** in the sum of **ONE HUNDRED THOUSAND PESOS (Php100,000.00)**. (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**

The **Service Provider** shall:

1. Provide transportation services on May 18-24, 2025 to the Regional Office personnel of **DepEd** in the *Conduct of the 2025 National Festival of Talents to be Held at Vigan Ilocos Sur*. The passengers shall be fetched from **DepEd Region IV-A CALABARZON, Gate 2 Karangalan Village, Cainta, Rizal** and to be transported to **Caoayan Central School, San Lorenzo Querubin, Caoayan, Ilocos Sur**.
2. Provide two (2) of any of the latest models of vans, duly registered with the LTO in good working / running condition, fully air-conditioned, with at least 12 passenger seating capacity each of the subject unit excluding the driver.
3. Assign competent professional drivers with advance knowledge in motor vehicle or car troubleshooting.
4. Provide a road worthy condition of the vehicle and capable of provincial travel.
5. Ensure a good physical appearance of the vehicle e.g. no broken or crack mirrors, intact and functioning engine.
6. Ensure a fully airconditioned vehicle.



7. Ensure the timely departure and arrival of its vehicles from and to the respective assigned areas.
8. Ensure the vehicle must be duly registered under the name of rental company.
9. Ensure that all features and vehicle parts must be functioning well such as but not limited to: vehicle brake, signal lights, tire pressure, and air-conditioning system among other relevant parts/functions.
10. Shoulder all expenses relative to its service, e.g., fuel, parking fees, toll fees, drivers' meals and accommodation, etc.
11. Be liable for any accident caused by reckless imprudence, poor monitoring of each motor vehicle's condition or by any form of negligence that results to death, injury, or damage to or loss of property.
12. Be responsible for any death, loss or injury suffered by the DepEd Region IV-A CALABARZON personnel and/or the personnel of the latter's partner agencies or by any third party arising and/or resulting from the fault or negligence of the **SERVICE PROVIDER's** drivers in the performance of their services and condition of the van units without any prejudice to any criminal liability that may be incurred.
13. Submit together with the quotation/proposal the pictures of the bus complying with the Specifications. Non-submission of actual pictures in the proposal is a ground for disqualification.
14. The quoted price shall be firm and irrevocable and not subject to any change whatsoever, due to increase in cost of fuel, parking fees, toll fees, drivers' meals and accommodation, etc.

## Section 2 Responsibilities of the DepEd

The **DepEd** shall be charged or billed the amount of **ONE HUNDRED THOUSAND PESOS (Php100,000.00)** which shall be paid on or before the 30<sup>th</sup> day after the service has been provided.

## Section 3 Supervision and Control

The **Service Provider** 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 **DepEd** on the matter. In so far as enforcement of policy and company rules and regulations related to safety is concerned, the **DepEd** shall exercise supervision and control over the participants.

## Section 4 Liability to Personnel and Third Parties

The **Service Provider** is NOT an agent or employee of the **DepEd** and the personnel to be assigned by the **Service Provider** to the

**DepEd** are in no case employees of the latter as they are for all intents and purposes employees of the **Service Provider**.

Accordingly, the **DepEd** 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 **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 6 **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 7 **Settlement of Dispute**

If any dispute or 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 a 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 8 **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 9 **Other conditions of the contract**

The **Service Provider** shall cause the notarization of this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of \_\_\_\_\_ at QUEZON CITY, Philippines.

Department of Education  
Region IV-A CALABARZON

OL-STAR TRANSPORT TRAVEL  
AND TOURS OPC

ATTY. ALBERTO T. ESCOBARTE, CESO II  
Regional Director

MICHAEL JOHN C. LAYSON  
CEO

SIGNED IN THE PRESENCE OF:

VIERNALYN M. NAMA  
Chief, CLMD  
DepEd Region IV-A CALABARZON

ACKNOWLEDGMENT

Republic of the Philippines)  
\_\_\_\_\_ )S.S.

BEFORE ME, a Notary Public for and in the City of \_\_\_\_\_, this  
\_\_\_\_\_, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Michael John C. Layson</u>	<u>LTO License F04-05-00063</u>	<u>2024/05/20</u>

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 five (5) 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  
\_\_\_\_\_ at \_\_\_\_\_, Philippines.

Doc. No. 190;  
Page No. 39;  
Book No. 73;  
Series of 2025.

ATTY. CONCEPCION P. VILLARERA  
Notary Public for Quezon City  
Until December 31, 2025  
PTR No. 6989624 / January 2, 2025 Q.C  
IBP No. 461667 / October 29, 2024 Q.C  
Roll No. 30457 / 05-09-1980  
MCLE VII-0006994 / 03-21-2021  
ADM. MATTER No. NP-021 (2024-2025)  
TIN No. 131-942-754