



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, CESO II**. It shall be referred in this agreement as the **"CLIENT."**

-and-

LIMITLESS-TECH SOLUTIONS, INC., a domestic corporation duly registered under the Philippine laws, with principal address at 1602, 16th Flr., 139 Corporate Center, 139 Valero St. Bel-Air, Makati City, Metro Manila, represented herein by its Area Sales Manager, **MR. JEROME KARLO GALLARON**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, DepEd Regional Office IV-A CALABARZON has undertaken procurement of **INTERNET SERVICE PROVIDER FOR RELC-NEAP MALVAR, BATANGAS FROM APRIL 1, 2026 to DECEMBER 31, 2026**;

WHEREAS, the Approved Budget for the Contract (ABC) is **ONE MILLION TWO HUNDRED THREE THOUSAND NINE HUNDRED THIRTY PESOS (Php1,203,930.00)**;

WHEREAS, Section 26.1 (h) of the Implementing Rules and Regulations (IRR) of Republic Act No. 12009 otherwise known as the "New Government Procurement Act", provides for Small Value Procurement as one of the modes of Procurement consistent with the Fit-for-Purpose procurement approach;

WHEREAS, Section 34. Small Value of Procurement states that:

"Section 34. Small Value Procurement

34.1 Small Value Procurement (SVP) is a mode of procurement whereby the Procuring Entity requests for the submission of at least three (3) price quotations for Goods not available in the PS-DBM, Infrastructure Project, and Consulting Services.

The receipt of one (1) quotation is sufficient to proceed with the evaluation of bidders; Provided, that, the amount involved does not exceed Two Million Pesos (Php2,000,000.00), subject to the periodic review of the threshold amount and adjustments as may be deemed appropriate by the GPPB."

WHEREAS, Section 34.3 (a) of the said IRR, the End-User or Implementing Unit shall submit a request for Small Value Procurement to the BAC. The request shall



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Telephone No.: 02-8682-2114
Email Address: region4a@deped.gov.ph
Website: depedcalabarzon.ph



Certificate No. PHP QMS
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indicate the Technical Specifications, Scope of Work, Terms of Reference, as the case may be, Approved Budget for the Contract and other terms and conditions;

WHEREAS, on February 18, 2026, the End-User submitted their request to procure the said project under SVP - mode of procurement to the Bids and Awards Committee (BAC), which includes the following:

- Approved Authority to Procure;
- Certification of Availability of Funds;
- Technical Specification;
- Market Scoping; and
- Approved Project Procurement Management Plan (PPMP)

WHEREAS, the Request for Quotation (RFQ) was posted in the Modernized Philippine Government Electronic Procurement System (mPhilGEPS) on February 19, 2026, at the office website and conspicuous bulletin board in the premises of this Office from February 18, 2026 to February 23, 2026 at 9:00 a.m.;

WHEREAS, RFQs were likewise sent to at least three (3) prospective suppliers as follows: (1) Asian Vision; (2) Limitless Tech Solutions, Inc.; and (3) Azimuth Konvergent Technologies, Inc.;

WHEREAS, one (1) supplier submitted its proposal; **LIMITLESS-TECH SOLUTIONS, INC.** in the amount of **ONE MILLION TWO HUNDRED THREE THOUSAND TWO HUNDRED FOUR PESOS (Php1,203,204.00)**. Thus, **LIMITLESS TECH SOLUTIONS, INC.** is declared as the lone bidder;

WHEREAS, upon evaluation or careful examination of the proposal submitted by **LIMITLESS TECH SOLUTIONS, INC.**, the **BAC** found that it was compliant with the proposed amount of **ONE MILLION TWO HUNDRED THREE THOUSAND TWO HUNDRED FOUR PESOS (Php1,203,204.00)**;

WHEREAS, after review and deliberation on the proposals, **LIMITLESS-TECH SOLUTIONS, INC.** complied with the requirements and is hereby declared as the Single Calculated and Responsive Quotation (SCRQ);

WHEREAS, on February 24, 2026, the **BAC** hereby **RESOLVES** as it hereby **RESOLVED** to **RECOMMEND** to the Regional Director, as the Head of the Procuring Entity the award of contract to **LIMITLESS-TECH SOLUTIONS, INC.** for the Procurement of **Internet Service Provider for RELC-NEAP Malvar, Batangas from April 1, 2026 to December 31, 2026** in the amount of **ONE MILLION TWO HUNDRED THREE THOUSAND TWO HUNDRED FOUR PESOS (Php1,203,204.00)**. (hereinafter called the "ContractPrice").

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 SUPPLIER

The **Supplier** shall perform the following:

1. To provide 24/7 internet services to RELC-NEAP Malvar, Batangas from April 1, 2026 to December 31, 2026.
2. To secure and maintain at its own expense all registration, license or permits required by the National or Local Laws and shall comply with the rules, regulations, and directives of Regulatory Authorities and Commission.
3. To provide 24/7 technical support which can be delivered in any form like telephone call, text message, chat message, electronic email, online and/or on-site support.
4. To resolve every problem within three (3) hours after it was reported. The condition of reported problem resolved by the **Supplier** must satisfy the **Procuring Entity**.

5. To provide back-up plan in case a downtime to the main line of internet occurs.
6. To provide a Network Operations Center Service to monitor the network and facilitate customer support which is operational for 24 hours a day, 7 days a week.
7. To provide the requested Internet Services with the following Technical Specification:
 - a. **300 Mbps specified fiber optic line**
 - b. **Minimum of 4 public IP address**
 - c. **24/7 technical support via online and onsite**
 - d. **98% 24/7 up time**
 - e. **Back up fiber line**
 - f. **Managed service**
 - g. **Installation cost - One - time charge (OTC)**
8. To outline the procedures for addressing technical support.
9. To undertake reliability of the service with competent/qualified and dedicated manpower to do the service as stated in the technical specification and the contract. It shall employ courteous and honest employees with proper identification card while working within the premises.
10. To provide a standard by which **Supplier's** commitment to service availability level can be measured in terms of maintenance, fault reporting procedure and restoration of work of the Service provided by it.
11. To provide the **Procuring Entity** with a monthly statement of account.
12. In the event of outage, provide information during the event and reporting after the event.
13. To maintain the confidentiality of the information and data that will come to the knowledge of the **Supplier** by reason of this contract
14. To exercise at least the same degree of care that it uses to protect its own data and confidential information from misuse and unauthorized access or disclosure.
15. To use appropriate safeguard to protect the embedded data and generated data from misuse and unauthorized access or disclosure including:
 - a. maintaining adequate physical controls and passwords;
 - b. ensuring that data is not stored on any mobile or transmitted electronically unless encrypted; and
 - c. taking any other measures reasonably necessary to prevent any use or disclosure of the data other than as allowed under this agreement.
16. Not to attempt to identify any person whose information is contained in any data or attempt to contact those persons.
17. Promptly report to the **Procuring Entity** any unauthorized use or disclosure of data within 24 hours from knowledge of the unauthorized use or disclosure.
18. Cooperate with any remediation that the **Procuring Entity** in its discretion may determine necessary to address any applicable reporting requirement and mitigate the effect of such unauthorized use or disclosure of data including measures necessary to restore good will with stakeholders, including research subjects, collaborators, governmental authorities, and the public.
19. Not copy, recompile, modify, reverse engineer, or create derivative works out of any of the data.
20. Not release the names of individuals, or information that could be linked to an individual, nor will the recipient present the results of data analysis in any manner that would reveal the identity of individuals.
21. Not release the individual addresses, nor will the recipient present the results of the data analysis in any manner that would reveal individual addresses.

22. Not release any data from the system without the consent of the **Procuring Entity**.
23. Not share, publish or otherwise release any findings or conclusions derived from analysis of data obtained from the system without prior approval of the **Procuring Entity**.
24. Return data and any other property, information and documents including confidential information provided by the **Procuring Entity**.
25. Destroy all copies it made from the data and all other property information and documents including confidential information.
26. Maintain 98% uptime rate monthly.
27. Do such other acts to accomplish the responsibilities in this agreement.

Section 2

RIGHTS OF THE SUPPLIER

The **Supplier** shall have the right to suspend the Network Service or any portion thereof, in case of unsettled monthly dues which will accumulate to three (3) months.

Upon such suspension, the service shall be deemed suspended and **Procuring Entity** shall be liable for all charges and fees incurred up to and including the date of such suspension.

Section 3

RESPONSIBILITIES OF THE PROCURING ENTITY

The Procuring Entity shall perform the following:

1. Provide proper grounding facilities such as but not limited to power supply, UPS.
2. Exercise due diligence in maintaining the internal wiring and sockets, including cleanliness and protection from pests and insects.
3. Allow designated employees and representatives of the **Supplier** to access the premises for the purpose of conducting survey, installation, inspection, and maintenance or repair activities, when required.
4. Collaborate with the requirements for Planned Outages and Work that could potentially disrupt the services provided in Section 1.
5. Assign a point person who will be the official contact person of the **Supplier**.
6. Pay the **Supplier** the amount of **ONE MILLION TWO HUNDRED THREE THOUSAND TWO HUNDRED FOUR PESOS (Php1,203,204.00)** for the services from April 1, 2026 to December 31, 2026.

Section 4

RIGHTS OF THE PROCURING ENTITY

The **Procuring Entity** may terminate this Contract based on the grounds provided and after compliance in accordance with the Implementing Rules and Regulations of Republic Act 12009.

The **Procuring Entity** may notify the **Supplier** of any observed and documented poor or lack of services. When the incident occurred three times and or more and the Supplier failed to address or fixed the findings within one month, the Procuring Entity may terminate the contract following the procedure laid down under the Implementing Rules and Regulations of RA 12009.

More, should the **Supplier** failed to maintain 98% uptime for three consecutive months, the **Procuring Entity** may terminate the contract.

The **Procuring Entity** may also impose liquidated damages in accordance with the Implementing Rules and Regulations of Republic Act 12009 when necessary.

Such other rights provided by law may be exercised by the **Procuring Entity**.

Section 5

ACTIVATION OF SERVICE

The **Supplier** shall cause the installation of equipment and facilities needed to provide the services within a period of five (5) days upon submission by the **Procuring Entity** of documents needed by the **Supplier**.

Section 6

ASSIGNMENT

The **Supplier** shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.

Section 7

TERMS OF CONTRACT

This Contract shall be in effect for a period of nine (9) months beginning April 1, 2026 to December 31, 2026 unless sooner terminated by the parties in accordance with the Revised Implementing Rules and Regulations of Republic Act 12009.

At least one month before the end of this contract, Procuring Entity shall assess the performance of the **Supplier** in accordance with the *Guidelines of Water, Electricity, Telecommunications and Internet Service Providers*. The contract shall be renewed if the results of said assessment or cost-benefit analysis continue to favor the **Procuring Entity**.

Section 8

ALTERNATIVE DISPUTE RESOLUTION (ADR) CLAUSE

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 9

CAPACITY AND AUTHORIZATION

The signatories to this contract hereby represent and warrant that they are 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 10

OTHER TERMS OF CONTRACT

That in the event of an interruption in the Internet Service, the **Procuring Entity** will not be charged for the total number of hours

the service was not used. The computation and the corresponding deduction shall be reflected in the Monthly Billing Statement of the **Procuring Entity**.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of MAR 16 2026 at MAKATI CITY, Philippines.

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

LIMITLESS-TECH SOLUTIONS, INC.

ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

MR. JEROME KARLO GALLARON
Area Sales Manager

SIGNED IN THE PRESENCE OF:

JISELA N. ULPINA
Chief, HRDD/NEAP-R
DepEd Region IV-A CALABARZON

ANA LIZA PALLE
ADMIN STAFF

REPUBLIC OF THE PHILIPPINES)
_____) SS.
MAKATI CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of MAKATI CITY, this MAR 16 2026, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Jerome Karlo Gallaron</u>	_____	_____

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 six (6) 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.

Doc. No. 916;
Page No. 85;
Book No. 14;
Series of 2026.

ATTY. POMPEYO P. MAYNIGO
Commission No. M-185
Notary Public for Makati City
Until December 31, 2026
LG-04 Cityland Herrera Tower V.A. Rufino St.,
Corner Valero St., Saicedo Village, Makati City
Roll of Attorney's No. 37891
IBP No. 586998; 1/05/2026 Manila
PTR No. 10765436; 1/05/2026 Makati
MCLE Compliance No. VIII-0022025-116-201442528