

## CONTRACT OF SERVICE

### KNOWN ALL MEN BY THESE PRESENTS:

This Contract of Service made and entered into by and between:

The **OFFICE OF CIVIL DEFENSE REGIONAL OFFICE VII**, with office and the postal address at Labrador Bldg., N. Bacalso Avenue, Brgy. Sambag 1, Cebu City, Cebu 6000 and herein represented by its Regional Director, **MARLOU L. SALAZAR**, of legal age, Filipino, hereinafter known as the **OFFICE OF CIVIL DEFENSE REGIONAL OFFICE VII**;

and

**CLB TOURS AND TRANSPORTATION SERVICES** with business and postal address at 556 Pagutlan, Yati, Lilion, Cebu and herein represented by its Authorized Representative, **MR. CHARLLIE C. BALTAZAR** of legal age, Filipino, hereinafter known as the **SERVICE PROVIDER**;

Witnessed

WHEREAS, the **OCDRO VII** invited bids/quotations for certain goods and ancillary services, viz., **Provision of transportation service to be used as Shuttle Service of OCD Region 7 in response to COVID-19 Operation (February 02-18, 2021)**, for the supply of transportation service in the sum of **Thirty-Seven Thousand Five Hundred Pesos (37, 500.00) only** hereinafter called "**the CONTRACT PRICE**";

**NOW, THIS AGREEMENT WITNESSETH as follows:**

1. **CLB TOURS AND TRANSPORTATION SERVICES** shall provide **OFFICE OF CIVIL DEFENSE REGIONAL OFFICE VII** the four-wheel vehicle for:

#### **VEHICLE REQUIREMENT:**

2. Type of Vehicle: Car
3. No. of Vehicles Required: One (1) unit
4. Model: At least 2016
5. Capacity: Seven to eight passengers plus luggage.
6. Airconditioning must be fully functional.
7. SELF-DRIVE.
8. 24/7 Rental
9. Exclusive of Sunday
10. Length of Service: February 02-18 2021 (15 days)

#### **TERMS AND CONDITIONS:**

11. End User shall provide for all expenses for parking and toll fees, and for fuel for the vehicles.
12. Service provider must conduct monthly vehicle check-up for maintenance.
13. Service provider must cover all expenses for emergency repairs/check-up during the coverage period.
14. Service provider must have a back-up unit available in emergency cases.
15. Payment Terms: Send Bill Policy. Prices must be inclusive of taxes, repair and maintenance and other charges/fees.
16. Reservation Clause: The OCD reserves the right to terminate the contract in case the services are no longer required or for any other legal and valid reason.
17. Location of Service: Within Cebu Island
18. The payment due to the **CLB TOURS AND TRANSPORTATION SERVICES** shall be paid by the Agency within fifteen (15) days after the receipt of the submitted billing statement/ statement of account;
19. **CLB TOURS AND TRANSPORTATION SERVICES** agreed a Send Bill Policy in the payment of services.
20. Both parties shall not be liable for failure to comply with this agreement due to force majeure including but not limited to labor disputes, natural disaster, or other causes beyond the control of both parties.

NOWHEREFORE, in consideration of the foregoing premises, the parties hereto have agreed to the abovementioned terms and condition;

JAN 25 2021

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their Signature this \_\_\_\_\_ at \_\_\_\_\_

**CEBU CITY**

Philippines.

**OFFICE OF CIVIL DEFENSE**

**DIR MARLOU L. SALAZAR**  
Regional Director,  
Office of Civil Defense RO VII

**CLB TOURS AND TRANSPORTATION SERVICES**

**MR. CHARLLIE C. BALTAZAR**  
Authorized Representative

WITNESSED BY:

**MS. JESSE D. PONGOS**  
Chief, Admin & Finance Section  
WITNESS

**MS. AMMELIE ROSE G. TAGA-AN**  
CDO I/Operations Staff  
WITNESS

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF **CEBU CITY** S.S

**CEBU CITY**

BEFORE ME, a Notary Public for and in the City of \_\_\_\_\_ personally appeared the following persons, presenting their respective evidence of identity, to wit:

| Name                            | Government I.D. No. | Date and Place Issued     |
|---------------------------------|---------------------|---------------------------|
| <b>DIR MARLOU L. SALAZAR</b>    | 2018-023            | 01/01/2019 & OCD-CO       |
| <b>MR. CHARLLIE C. BALTAZAR</b> | 601-95-191415       | 1-28-2019 / UTO CAPI CAPI |

And represented to me that their respective signatures on the foregoing instrument were voluntarily affixed by them for the purposes stated in the instrument and who declared that they have executed the foregoing instrument as their free and voluntary act and deed.

This instrument consists of only two (2) pages, including this page in which this acknowledgement is written, duly signed by the parties and their instrumental witnesses on each and every page hereof

WITNESS MY HAND AND SEAL this JAN 25 day of 2021, 20 at **CEBU CITY**, Philippines

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**Atty Bonifacio I. Degamo Jr.**  
Notary Public  
Until June 2021  
IBP No 107869/01-10-2021/Cebu City  
PTR No 2311267/11-22-2020/CEBU CITY  
NOTARY PUBLIC  
Roll of Attorneys No 31311  
Notarial Commission No. 68-19  
MCLE Compliance No. VI-001073  
9-D-Jakosalem St., Cebu City