

## SERVICE AGREEMENT No. 23-09-004

### KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into by and between:

**THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X**, a regional government agency established and existing under the laws of the Republic of the Philippines with principal office address at Masterson Ave., Upper Carmen, Cagayan de Oro City, herein represented by its Regional Director, **RAMEL F. JAMEN**, hereinafter referred to as "**DSWD FO X**";

- and -

**BERN'Z GENERAL MERCHANDISE**, an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at Zone 12 Brgy. Molugan, El Salvador City, Misamis Oriental herein represented by its Authorized Representative, **CHERRY VIM R. ZULITA** hereinafter referred to as the "**CONTRACTOR**".

### WITNESSETH THAT:

**WHEREAS**, DSWD FO X, through the Bids and Awards Committee, published through the PhilGEPS website an invitation to bid for **SUPPLY AND DELIVERY OF FOOD ITEMS FOR THE IMPLEMENTATION OF THE 13<sup>TH</sup> CYCLE SUPPLEMENTARY FEEDING PROGRAM 2023 (LOTS 1 and 5) OF DSWD FO X**;

**WHEREAS**, the CONTRACTOR, in response to said publication, has presented and warranted that it has the facility, equipment, and personnel, while being capable, competent, and duly licensed to service the DSWD FO X in accordance with the requirements and specifications of the latter;

**WHEREAS**, in accordance with rules and regulations, the required bidding process was undertaken by the Bids and Awards Committee and the CONTRACTOR has participated therein and has been adjudged as the lowest calculated/rated and Responsive Bidder that passed the post-qualification process;

**WHEREAS**, on the basis of the foregoing representations and warranties by the CONTRACTOR, DSWD FO X has awarded the aforementioned contract to herein CONTRACTOR;

**NOW THEREFORE**, for and in consideration of the foregoing premises and of the terms, conditions, covenants, and undertakings hereafter set forth, the parties hereto agree as follows:

### SCOPE OF THE AGREEMENT

1. This Agreement shall govern the terms and conditions for the aforementioned contract of DSWD FO-X herein awarded to CONTRACTOR.

2. The CONTRACTOR shall supply of food items for the implementation of the 13<sup>th</sup> Cycle Supplementary Feeding Program 2023 enumerated herein as well as deliver the said items to the area specified by DSWD FO X.

3. The total contract price as provided herein represents the maximum aggregate amount the Contractor may collect as payable, inclusive of taxes and other applicable fees.

4. The following documents as required and mandated during the bidding process shall be deemed to form and be read and construed as part of this Agreement, to wit:

- a. Technical Specifications;
- b. Request for Price Quotation;

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA  
Accountant III

RAMEL F. JAMEN  
Regional Director

BERN'Z GENERAL MERCHANDISE

CHERRY VIM R. ZULITA  
Authorized Representative

- c. Instructions to Bidders;
- d. Supplemental Bid Bulletins, if there is any;
- e. Canvass form, including all documents/statements attached to the quotation or submitted by the Bidder;
- f. Eligibility requirements, documents, and/or statements;
- g. Performance Security, if required;
- h. Notice of Award of Contract and the Bidder's conforme thereto;
- i. Notice to Proceed; and
- j. The provisions of R.A. 9184 and its Implementing Rules and Regulations together with all issuances of the Government Procurement Policy Board shall be adopted and formed as integral part hereof.

### CONTRACT PRICE

5. The DSWD FO X has allotted to pay to the CONTRACTOR, the total contract price of **FIVE MILLION TWO HUNDRED ONE THOUSAND NINE HUNDRED FIFTY-FOUR AND 06/100 ONLY (Php 5,201,954.06)** in Philippine Currency, inclusive of taxes, delivery and packaging costs, for all services agreed and rendered and for the full, faithful and complete performance of all the work/services under this Contract.

6. The total contract price is subject to the actual usage or availment of DSWD FO X and should the total contract price not be fully consumed or expended by DSWD FO X upon the expiration of this Agreement, then DSWD FO X shall be liable and obligated only to pay the corresponding amount consumed or expended.

7. All payments made by DSWD FO X to the CONTRACTOR shall form part of the contract price and represents full payment for services rendered and items supplied.

8. The provisions on Contract Prices as specified on Rule XIX, Section 61 of the Implementing Rules and Regulations of RA 9184 shall apply.

9. The CONTRACTOR hereby undertakes to supply the following supplies, thus:

#### LOT 1 - Supply and Delivery of Food Items for the Implementation of 13th Cycle Supplementary Feeding Program - Opol, Laguinginan, Manticao, Lugait & Initao

Unit of Issue	ITEM DESCRIPTION	QTY.	Unit Cost	Total Unit Cost
Kg	Camote	2577	33.33	85,891.41
Kg	Potato	6024	86.67	522,100.08
Kg	Upo	1086	60.00	65,160.00
Kg	Cabbage	2253	46.67	105,147.51
Kg	Root Carrot	4923	46.67	229,756.41
Kg	Squash	1840	26.67	49,072.80
200 grams pack	Cornstarch	2208	37.67	83,175.36
400 grams can	Mushroom	5150	71.27	367,040.50

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA  
Accountant III

RAMEL B. JAVEN  
Regional Director

BERNIZ GENERAL MERCHANDISE

CHERYL M. R. JOLITA  
Authorized Representative

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA  
Accountant IIIRAMEL R. JAMEN  
Regional Director

BERN'Z GENERAL MERCHANDISE

CHERY VIM ZODITA  
Authorized Representative

tetra pack 200 ml	Coconut Milk	5410	42.20	228,302.00
Kg	Ginger	1932	80.00	154,560.00
200 ml/pouch	Toyo	4636	13.73	63,652.28
200 ml/pouch	Vinegar	4636	10.00	46,360.00
Kg	Onion	2978	178.67	532,079.26
Kg	Garlic	2978	129.33	385,144.74
Kg	Chayote	1523	20.00	30,460.00
<b>TOTAL</b>				<b>P 2,947,902.35</b>

**LOT 5 - Supply and Delivery of Food Items for the Implementation of 13th Cycle  
Supplementary Feeding Program - Baungon & Talakag**

Unit of Issue	ITEM DESCRIPTION	QTY.	Unit Cost	Total Unit Cost
Kg	Camote	1970	33.33	65,660.10
Kg	Potato	4610	86.67	399,548.70
Kg	Upo	830	60.00	49,800.00
Kg	Cabbage	1723	46.67	80,412.41
Kg	Root Carrot	3762	46.67	175,572.54
Kg	Squash	1407	26.67	37,524.54
200 grams pack	Cornstarch	1688	37.67	63,586.96
400 grams can	Mushroom	3939	71.27	280,732.53
tetra pack 200 ml	Coconut Milk	4136	42.20	174,539.20
Kg	Ginger	1477	80.00	118,160.00
200 ml/pouch	Toyo	3546	13.73	48,686.58
200 ml/pouch	Vinegar	3546	10.00	35,460.00
Kg	Onion	2276	178.67	406,652.92
Kg	Garlic	2276	129.33	294,355.08

Kg	Chayote	1168	20.00	23,360.00
----	---------	------	-------	-----------

**TOTAL****P 2,254,051.71**

10. The CONTRACTOR further undertakes that it shall provide services in the following manner and conditions, to wit:

- a. Ensure that delivery of the above-enumerated food items at the DSWD FO X be made at the desired delivery day as prescribed by the schedule to be provided by DSWD FO X;
- b. Provide warehouse which shall be located within the covered LGUs per Lot;
- c. Provide CRATES during deliveries for assembly of items with label and quantity of items per CDC. Packaging (in sets based on the attached schedule and quantity) shall be done in the CONTRACTOR'S WAREHOUSE.
- d. Provide 3-5 staff including Point Person/Quality Controller to manage the assembly of food supplies/goods in the drop-off areas.
- e. Ensure that the packaging used for the said items be durable to avoid or prevent damage and/or deterioration from point of origin up to their final destination;
- f. Bring buffer food items as immediate replacement in the event of existence of damaged and/or deteriorated food items during inspection;
- g. Replace any damaged items should it be found to be deteriorated or damaged as soon as it is discovered and within four (4) hours from discovery thereof;
- h. Ensure that the number of items, as provided by DSWD FO 10 be strictly adhered to in order to provide as much items to as much beneficiaries as possible;
- i. In instances of any unlawful and non-compliant acts or events, the CONTRACTOR shall be enforced with corresponding penalties of 10% of the total bid contract price;
- j. In case of suspensions and delays on the delivery of goods and supplies, the CONTRACTOR shall give a prior notice and should be duly approved by the Head of the Procuring Entity (HOPE) to prevent the hampering of the project implementation. Notice should be done at least 1 week prior the delivery schedules and must be based on valid reasons like force majeure and/or fortuitous events.

**\*SCHEDULE OF DELIVERIES**

LOT	LGU	Approved Budget of the Contract	Place of Delivery	Frequency of Delivery (3 months)	Reference
1	Opol Laguindingan Manticao Lugait Initao	<b>P 2,947,902.35</b>	4Ps Office	8 Deliveries for 120 feeding days	Attachments A: FOOD REQUIREMENT PER DELIVERY WITH DATE SCHEDULE
5	Baungon Talakag	<b>P 2,254,051.71</b>	4Ps Office	8 Deliveries for 120 feeding days	Attachments A: FOOD REQUIREMENT PER DELIVERY WITH DATE SCHEDULE

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

RAUEL P. JAMEN  
Regional Director

CHERYL M. RIZALTA  
Authorized Representative

BERNIZ GENERAL MERCHANDISE

CHERYL M. RIZALTA  
Authorized Representative

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN MATRANCA, CPA  
Accountant III

RAVEL R. JAVEN  
Regional Director

BERNIZ GENERAL MERCHANDISE

CHERYL R. JULITA  
Authorized Representative

Schedule of Deliveries		ITEM/GOODS	Unit cost	Lot 1 & 5
August 22, 2023	WEEK 1 menu	Toyo	200 ml Pouch	1512.00
		Vinegar	200 ml Pouch	1512.00
		Onion Bulb	kilo	540.00
		Garlic	kilo	540.00
		Coconut Milk (200ml)	Tetra Pack 200 ml	1837.00
		Carrot	kilo	756.00
		Potato	kilo	756.00
		Mushroom in Can	400 grams Can	1623.00
		Ginger	kilo	756.00
	WEEK 2 menu	Camote	kilo	868.00
		Potato	kilo	756.00
		Upo	kilo	324.00
		Onion Bulb	kilo	540.00
		Garlic	kilo	540.00
		Carrot	kilo	540.00
		Cabbage	kilo	471.00
		Chayote	kilo	329.00
September 4, 2023	Week 3 menu	Cornstarch (200g)	200 grams pack	756.00
		Squash	kilo	526.00
		Onion Bulb	kilo	540.00
		Garlic	kilo	540.00
		Carrot	kilo	650.00
		Cabbage	kilo	461.00
		Potato	kilo	756.00
		Chayote	kilo	329.00
		Toyo	200 ml Pouch	1512.00
		Vinegar	200 ml Pouch	1512.00
	Week 4 menu	Coconut Milk (200ml)	Tetra Pack 200 ml	1837.00
		Carrot	kilo	666.00
		Potato	kilo	756.00
		Mushroom in Can		1626.00
		Ginger	kilo	650.00
		Camote	kilo	867.00
September 18, 2023	WEEK 5 menu	Potato	kilo	756.00
		Upo	kilo	324.00
		Onion Bulb	kilo	540.00
		Garlic	kilo	540.00
		Carrot	kilo	540.00
		Cabbage	kilo	458.00
		Cornstarch (200g)	200 grams pack	756.00
	WEEK 6 menu	Squash	kilo	523.00
		Onion Bulb	kilo	540.00
		Garlic	kilo	540.00
		Carrot	kilo	522.00
		Cabbage	kilo	450.00

**RAMULU F. JAMEN**  
Regional Director

BERN'Z GENERAL MERCHANDISE

*Cherry*  
CHERRY VIM R. ZOLTA  
Authorized Representative

6 | Page

Service Agreement

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA  
Accountant III

RAYMICK H. JAMEN  
Regional Director

BERNIZ GENERAL MERCHANDISE

CHERYL VIMPA JULITA  
Authorized Representative

November 13, 2023	WEEK 13 menu	Mushroom in Can	400 grams Can	1739.00
		Carrot	kilo	149.00
		Potato	kilo	758.00
		Ginger	kilo	540.00
		Camote	kilo	859.00
		Upo	kilo	360.00
		Onion Bulb	kilo	432.00
		Garlic	kilo	432.00
	WEEK 14 menu	Chayote	kilo	272.00
		Carrot	kilo	766.00
		Cabbage	kilo	545.00
		Cornstarch (200g)	200 grams pack	650.00
		Squash	kilo	747.00
		Onion Bulb	kilo	324.00
		Garlic	kilo	324.00
November 27, 2023	Week 15 menu	Carrot	kilo	676.00
		Potato	kilo	1713.00
		Chayote	kilo	736.00
		Toyo	200 ml Pouch	1515.00
		Onion Bulb	kilo	324.00
		Garlic	kilo	324.00
		Vinegar	200 ml Pouch	1514.00
		Coconut Milk (200g)	Tetra Pack 200 ml	1618.00
		Mushroom in Can	400 grams Can	1738.00
	Week 16 menu	Ginger	kilo	538.00
		Camote	kilo	717.00
		Potato	kilo	1546.00
		Upo	kilo	432.00
		Onion Bulb	kilo	211.00
		Garlic	kilo	211.00
		Chayote	kilo	267.00
		Carrot	kilo	660.00
		Cabbage	kilo	461.00
		Cornstarch (200g)	200 grams pack	648.00
		Squash	kilo	638.00

CITY/ MUNICIPALITY	DAYS OF THE WEEK		
	MONDAY	TUESDAY	WEDNESDAY
Opol			
Laguindingan			
Manticao			
Lugait			
Initao			
Baungon			
Talakag			

## PAYMENT

11. The CONTRACTOR hereby undertakes to submit the corresponding collection billings every other week or twice a month for services rendered as basis for payment.

12. The total amount to be paid shall be net of taxes due.

13. Payment by DSWD FO X to the CONTRACTOR shall be made within sixty (60) working days upon submission by the latter of the complete and correct supporting documents evidencing the total deliveries made.

14. No payment made hereto shall be construed as a waiver of any claims by DSWD FO X for any omissions or ineffective performance of the work/service completed and that payments made from time to time shall not be construed as final acceptance of work/service.

15. All payments including any down-payment made, should it be required under this Agreement, shall be paid in the office of DSWD FO X. All billings received by DSWD FO X are subject to evaluation and accounting processing.

## PERIOD OF THE CONTRACT & EFFECTIVITY

16. The term of this Agreement shall commence upon the signing thereof and shall end on 31 December 2023 or until the total contract price be fully consumed or expended by DSWD FO X, whichever comes first.

17. In the event that the aforementioned contract price be unconsumed after the period stated in the immediately preceding item, this Agreement shall remain in full force and effect three (3) months after its effectivity or until 31 March 2024 in order to fully consume or expend the remaining funds.

## INDEPENDENT CONTRACTOR

18. It is expressly understood that the employees of the CONTRACTOR are in no way employees of the DSWD FO X, and as such, DSWD FO X shall not be responsible for any claim for personal injury or damages, including death caused either to any said employees or to any third person, and for claims of any nature arising of their duties as employees of the CONTRACTOR, and this contract shall not be construed to constitute contract of employment by and between DSWD FO X and any of the men hired or taken by the CONTRACTOR, it being clearly understood that this contract is solely between DSWD FO X and the CONTRACTOR.

19. The CONTRACTOR shall be held responsible for all works, materials and properties of DSWD FO X in this Agreement and shall be required to make good at his/her/its (CONTRACTOR) own expense for any damage or loss sustained upon such works, materials and/or properties due to any cause whatsoever.

## VIOLATION OF CONTRACT

20. The provisions of Republic Act 9184 and its implementing rules and regulations shall apply.

## SPECIAL WARRANTIES AND UNDERTAKING FOR NON-INVOLVEMENT WITH TOBACCO INDUSTRY

21. The CONTRACTOR hereby warrants and ensures that no private firm/company and/or individual connected with and/or belonging to the Tobacco Industry shall take active participation in the preparation, organization, promotion, and conduct of the activity as herein provided.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:  
HANILYN T. CIMA FRANCA, CPA  
Accountant III

RAMUEL C. AMEN  
Regional Director

BERNIZ GENERAL MERCHANDISE  
CHERY VIM B. ZULITA  
Authorized Representative

22. The CONTRACTOR further warrants that it is not part of the Tobacco Industry, nor is it engaged in business or practice, either in whole or in part, as a manufacturer, producer, distributor, wholesaler, or retailer of any Tobacco product or any component therein.

23. The CONTRACTOR further manifests that it is not engaged in any business dealings with any players of the Tobacco Industry.

#### TERMINATION AND VENUE OF ACTION

24. The CONTRACTOR hereby undertakes and agrees that any violation of the foregoing warranties and representations shall immediately grant DSWD FO X the option, without need of notice, the pre-termination of this Agreement and all payments due to the Contractor shall immediately be deemed waived without need of any subsequent formalities.

25. DSWD FO 10 and the Contractor hereto agree that all disputes, legal actions, suits and proceedings arising out of or relating to this agreement must be brought exclusively in courts located within the 10<sup>th</sup> judicial region (collectively known as the "exclusive courts"). Both parties hereby consent and submit to the exclusive jurisdiction of the exclusive courts. No legal action, suit or proceeding with respect to this agreement may be brought in any other forum.

#### ANTI-GRAFT AND CORRUPTION CLAUSE

26. Each party hereby undertakes that, at any time before and during the preparation, finalization and signing of this Agreement, itself, its directors, officers, or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that it has taken reasonable measures to prevent subcontractors, agents, or any other third parties, subject to its control or determining influence, from doing so.

End of terms and conditions.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

ARMANDO CIMA FRANCA, CPA  
Accountant III

RAMON F. JAMEN  
Regional Director

BERNIZ GENERAL MERCHANDISE

CHERY VIM ZULITA  
Authorized Representative

**IN WITNESS WHEREOF**, the parties of this Agreement have hereunto set their hands at the bottom of this page and on left hand margin of all other pages of this agreement.

**FIRST PARTY:  
THE DEPARTMENT OF SOCIAL WELFARE  
AND DEVELOPMENT FIELD OFFICE X  
(DSWD FO X):**

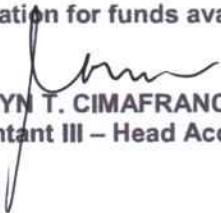
  
\_\_\_\_\_  
**RAMEL F. JAMEN**  
Regional Director

**SECOND PARTY:  
BERN'Z GENERAL MERCHANDISE  
(CONTRACTOR):**

  
\_\_\_\_\_  
**CHERRY VIM R. ZULITA**  
AUTHORIZED REPRESENTATIVE


**SIGNED IN THE PRESENCE OF:**

**Certification for funds availability:**

  
**HANILYN T. CIMAFRANCA, CPA**  
Accountant III – Head Accounting KB

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES )  
CITY OF CAGAYAN DE ORO ) S. S.**


**BEFORE ME**, a Notary Public, this 29 AUG 2023  in City of Cagayan de Oro, Philippines, personally appeared the following:

Name:	ID	Date/Place of Issuance:
Ramel F. Jamen	_____	_____
Cherry Vim R. Zulita	_____	_____

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

**WITH MY HAND AND SEAL.**

Doc. No. 331  
Page No. 67  
Book No. 20  
Series of 2023

  
**ATTY. SARAH JANE F. BEHIGA**  
Notary Public / NC-2022-60  
Until December 31, 2023  
PTR No. 5427167 / 12-27-2022 / CDO  
IBP No. 253907 / 12-27-2022 / Mis. Or.  
TIN 769-240-114-000  
Roll No. 75252

MCLE Compliance No. VII-0015486 valid until 04-04-2025  
For Cagayan de Oro & Misamis Oriental