

SERVICE AGREEMENT No. 23-09-005

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 -

BODEGUITA ENTERPRISES AND SERVICES, an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at Quimbo Building., JC Aquino Avenue, Butuan City herein represented by its Authorized Representative, **JOEBALREY M. LINGATONG** 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 13TH CYCLE SUPPLEMENTARY FEEDING PROGRAM 2023 (LOT 3) 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 13th 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;

HANILYN T. CIMA FRANCA, CPA
Accountant III

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

BODEGUITA ENTERPRISES AND SERVICES

RAMEL F. JAMEN
Regional Director

ROMAN C. DEL PIERRO
Authorized Representative

- b. Request for Price Quotation;
- 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 **TWO MILLION NINE HUNDRED FIFTY-ONE THOUSAND THREE HUNDRED ONE PESOS AND 50/100 ONLY (Php 2,951,301.50)** 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 3 - Supply and Delivery of Food Items for the Implementation of 13th Cycle Supplementary Feeding Program - Gingoog City, Sugbongcogon & Lagonglong

Unit of Issue	ITEM DESCRIPTION	QTY.	Unit Cost	Total Unit Cost
Kg	Camote	2007	62.00	124,434.00
Kg	Potato	4693	123.00	577,239.00
Kg	Upo	846	50.00	42,300.00
Kg	Cabbage	1755	55.00	96,525.00
Kg	Root Carrot	3832	110.00	421,520.00
Kg	Squash	1435	37.00	53,095.00
200 grams pack	Cornstarch	1719	35.00	60,165.00
400 grams can	Mushroom	4012	70.00	280,840.00
tetra pack 200 ml	Coconut Milk	4213	37.00	155,881.00
Kg	Ginger	1505	98.00	147,490.00
200 ml/pouch	Toyo	3611	12.50	45,137.50
200 ml/pouch	Vinegar	3611	10.00	36,110.00
Kg	Onion	2318	220.00	509,960.00
Kg	Garlic	2318	160.00	370,880.00
Kg	Chayote	1189	25.00	29,725.00
TOTAL COST				2,951,301.50

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

BODEGUITA ENTERPRISES AND SERVICES

HANILYN T. CIMA FRANCA, CPA
Accountant III

RAMEL F. J. J. J.
Regional Director

ROMAN C. DEL FIERRO
Authorized Representative

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
4	Sagay Guinsiliban Mahinog Mambajao Cataman	P 1,774,221.60	4Ps Office	8 Deliveries for 120 feeding days	Attachments A: FOOD REQUIREMENT PER DELIVERY WITH DATE SCHEDULE
6	Impasug-ong Malaybalay Cabanglasan Lantapan	P 5,040,035.85	4Ps Office	8 Deliveries for 120 feeding days	Attachments A: FOOD REQUIREMENT PER DELIVERY WITH DATE SCHEDULE
7	Damulog Don Carlos Dangacagan Quezon	P 4,388,066.97	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:

HANILYN T. CIMA FRANCA, CPA
Accountant III

RAMEZ E. RAMEN
Regional Director

BODEGUJA ENTERPRISES AND SERVICES

ROMAN G. DEL FIERRO
Authorized Representative

Schedule of Deliveries		ITEM/GOODS	Unit cost	Lot 4,6,8
August 22, 2023	WEEK 1 menu	Toyo	200 ml Pouch	2,536.00
		Vinegar	200 ml Pouch	2,536.00
		Onion Bulb	kilo	907.00
		Garlic	kilo	907.00
		Coconut Milk (200ml)	Tetra Pack 200 ml	3,081.00
		Carrot	kilo	1,287.00
		Potato	kilo	1,270.00
		Mushroom in Can	400 grams Can	2,720.00
		Ginger	kilo	1,265.00
	WEEK 2 menu	Camote	kilo	1,460.00
		Potato	kilo	1,270.00
		Upo	kilo	544.00
		Onion Bulb	kilo	907.00
		Garlic	kilo	907.00
		Carrot	kilo	916.00
		Cabbage	kilo	756.00
		Chayote	kilo	556.00
September 4, 2023	Week 3 menu	Cornstarch (200g)	200 grams pack	1,270.00
		Squash	kilo	893.00
		Onion Bulb	kilo	907.00
		Garlic	kilo	907.00
		Carrot	kilo	1,093.00
		Cabbage	kilo	760.00
		Potato	kilo	1,270.00
		Chayote	kilo	557.00
		Toyo	200 ml Pouch	2,536.00
		Vinegar	200 ml Pouch	2,536.00
				-
	Week 4 menu	Coconut Milk (200ml)	Tetra Pack 200 ml	3,081.00
		Carrot	kilo	1,120.00
		Potato	kilo	1,270.00
		Mushroom in Can		2,725.00
		Ginger	kilo	1,082.00
		Camote	kilo	1,453.00
September 18, 2023	WEEK 5 menu	Potato	kilo	1,270.00
		Upo	kilo	544.00
		Onion Bulb	kilo	907.00
		Garlic	kilo	907.00
		Carrot	kilo	908.00
		Cabbage	kilo	760.00
		Cornstarch (200g)	200 grams pack	1,270.00
	WEEK 6 menu	Squash	kilo	892.00
		Onion Bulb	kilo	907.00
		Garlic	kilo	907.00
		Carrot	kilo	876.00
		Cabbage	kilo	756.00

HANILYN T. CIMA FRANCA, CPA
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RAMON L. JAMEN
Regional Director

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Authorized Representative

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

BODEGUITA ENTERPRISES AND SERVICES

Service Agreement

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

BODEGUITA ENTERPRISES AND SERVICES

HANILYN T. CIMA FRANCA, CPA
Accountant III

RAMIEL F. JARIN
Regional Director

ROMAN C. DEL FIERRO
Authorized Representative

October 2, 2023		Potato	kilo	1,270.00
		Chayote	kilo	552.00
		Toyo	200 ml Pouch	2,536.00
		Vinegar	200 ml Pouch	2,536.00
	Week 7 menu	Coconut Milk (200ml)	Tetra Pack 200 ml	3,081.00
		Carrot	kilo	1,118.00
		Potato	kilo	1,270.00
		Mushroom in Can	400 grams Can	2,718.00
		Ginger	kilo	1,270.00
		Camote	kilo	1,448.00
	Week 8 menu	Upo	kilo	544.00
		Onion Bulb	kilo	907.00
		Garlic	kilo	907.00
		Carrot	kilo	908.00
		Cabbage	kilo	766.00
		Cornstarch (200g)	200 grams pack	1,270.00
		Squash	kilo	1,071.00
October 16, 2023	WEEK 9 menu	Carrot	kilo	1,633.00
		Cabbage	kilo	775.00
		Potato	kilo	1,448.00
		Chayote	kilo	553.00
		Toyo	200 ml Pouch	2,536.00
		Vinegar	200 ml Pouch	2,536.00
		Coconut Milk (200ml)	Tetra Pack 200 ml	3,081.00
	WEEK 10 menu	Mushroom in Can	400 grams Can	2,910.00
		Ginger	kilo	908.00
		Camote	kilo	1,448.00
		Potato	kilo	1,446.00
		Upo	kilo	602.00
		Onion Bulb	kilo	907.00
October 30, 2023	Week 11 menu	Chayote	Kilo	433.00
		Carrot	kilo	1,661.00
		Cabbage	kilo	1,107.00
		Cornstarch (200g)	200 grams pack	1,270.00
		Squash	kilo	885.00
		Onion Bulb	kilo	724.00
		Garlic	kilo	724.00
	Week 12 menu	Carrot	kilo	885.00
		Potato	kilo	1,270.00
		Chayote		1,237.00
		Toyo	kilo	2,541.00
		Onion Bulb	kilo	544.00
		Garlic	kilo	544.00
		Vinegar	200 ml Pouch	2,541.00

Service Agreement


HANILYN T. CIMAFRANCA, CPA
Accountant III

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

BODEGUITA ENTERPRISES AND SERVICES


RAHEL P. JANSSEN
Regional Director


ROMAN C. DEL FIERRO
Authorized Representative

November 13, 2023		Coconut Milk (200g)	Tetra Pack 200 ml	2,717.00
		Mushroom in Can	400 grams Can	2,919.00
	WEEK 13 menu	Carrot	kilo	245.00
		Potato	kilo	1,274.00
		Ginger	kilo	908.00
		Camote	kilo	1,454.00
		Upo	kilo	602.00
		Onion Bulb	kilo	722.00
		Garlic	kilo	722.00
	WEEK 14 menu	Chayote	kilo	446.00
		Carrot	kilo	1,281.00
		Cabbage	kilo	909.00
		Cornstarch (200g)	200 grams pack	1,085.00
		Squash	kilo	1,245.00
		Onion Bulb	kilo	539.00
		Garlic	kilo	539.00
November 27, 2023	Week 15 menu	Carrot	kilo	1,127.00
		Potato	kilo	2,871.00
		Chayote	kilo	1,223.00
		Toyo	200 ml Pouch	2,536.00
		Onion Bulb	kilo	540.00
		Garlic	kilo	540.00
		Vinegar	200 ml Pouch	2,535.00
		Coconut Milk (200g)	Tetra Pack 200 ml	2,717.00
		Mushroom in Can	400 grams Can	2,920.00
	Week 16 menu	Ginger	kilo	910.00
		Camote	kilo	1,193.00
		Potato	kilo	2,581.00
		Upo	kilo	725.00
		Onion Bulb	kilo	356.00
		Garlic	kilo	356.00
		Chayote	kilo	436.00
		Carrot	kilo	1,096.00
		Cabbage	kilo	803.00
		Cornstarch (200g)	200 grams pack	1,080.00
		Squash	kilo	1,076.00

	DAYS OF THE WEEK		
CITY/ MUNICIPALITY	MONDAY	TUESDAY	WEDNESDAY
Ginoog City			
Sugbongcogon			
Lagonglong			

PAYMENT

11. The CONTRACTOR hereby undertakes to submit the corresponding collection billings monthly 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 monthly 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.

Accountant III

Regional Director

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

BODEGUITA ENTERPRISES AND SERVICES

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 10th 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.

HANILYN T. CIMA FRANCA, CPA
Accountant III

RAMON J. JAMES
Regional Director

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

BODEGUITA ENTERPRISES AND SERVICES

ROMAN C. DEL FIERRO
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:
BODEGUITA ENTERPRISES AND SERVICES
(CONTRACTOR):**

ROMAN C. DEL FIERRO
AUTHORIZED REPRESENTATIVE

SIGNED IN THE PRESENCE OF:

Certification for funds availability:

HANILYN T. CIMA FRANCA, CPA
Accountant III – Head Accounting

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public, this 6th September 2023, in City of BUTUAN de Oro, Philippines, personally appeared the following:

Name:	ID	Date/Place of Issuance:
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Ramel F. Jamen	_____	_____
Roman C. Del Fierro	_____	_____

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.

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Book No. 1
Series of 2023

JEN Manego
JULIUS ELEAZAR N. MANEGO
NOTARY PUBLIC

BUTUAN CITY & AGUSAN DEL NORTE
Until December 31, 2024 Per Serial No. 34-03-2023
MCLE Compliance No. VII-0012601 Valid Until Apr. 14, 2025
IBP OR No. 253322 Dec. 26, 2022 Pasig City
PTR No. 2353922 Jan. 03, 2023 Butuan City
Roll No. 65393 | TIN 222-269-195-000