

## SERVICE AGREEMENT No. 23-07-001

### 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 -

**D' PARAGON AA CORP.**, an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at Purok 24 Malagamot, Brgy. Panacan, Davao City herein represented by its Authorized Representative, **JEFFREE M. GUINAWATAN** 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 (LOT 8) 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;
  - c. Instructions to Bidders;

HANILYN T. CIMAFRANCA, CPA  
Accountant III

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

RAMEL F. JAMEN  
Regional Director

D' PARAGON AA CORP.  
JEFFREE M. GUINAWATAN  
Authorized Representative

- 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 TWO HUNDRED ELEVEN THOUSAND NINE HUNDRED SEVENTY-FOUR PESOS AND 00/100 ONLY (Php 2,211,974.00)** 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 8 - Supply and Delivery of Food Items for the Implementation of 13th Cycle Supplementary Feeding Program - San Fernando & Kalilangan**

Unit of Issue	ITEM DESCRIPTION	QTY.	Unit Cost	Total Unit Cost
Kg	Camote	1857	40.00	74,280.00
Kg	Potato	4345	80.00	347,600.00
Kg	Upo	783	50.00	39,150.00
Kg	Cabbage	1626	30.00	48,780.00
Kg	Root Carrot	3549	120.00	425,880.00
Kg	Squash	1327	30.00	39,810.00
200 grams pack.	Cornstarch	1592	30.00	47,760.00

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JEFFREY M. GUINAWATAN  
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400 grams can	Mushroom	3716	45.00	167,220.00
tetra pack 200 ml	Coconut Milk	3899	40.00	155,960.00
Kg	Ginger	1393	95.00	132,335.00
200 ml/pouch	Toyo	3343	18.00	60,174.00
200 ml/pouch	Vinegar	3343	15.00	50,145.00
Kg	Onion	2146	180.00	386,280.00
Kg	Garlic	2146	100.00	214,600.00
Kg	Chayote	1100	20.00	22,000.00
TOTAL COST				2,211,974.00

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

- 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;
- Provide warehouse which shall be located within the covered LGUs per Lot;
- 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.
- Provide 3-5 staff including Point Person/Quality Controller to manage the assembly of food supplies/goods in the drop-off areas.
- 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;
- Bring buffer food items as immediate replacement in the event of existence of damaged and/or deteriorated food items during inspection;
- 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;
- 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;
- 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;
- 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
8	San Fernando & Kalilangan	P 2,211,974.00	4Ps Office	8 Deliveries for 120 feeding days	Attachments A: FOOD REQUIREMENT PER DELIVERY WITH DATE SCHEDULE

Schedule of Deliveries		ITEM/GOODS	Unit cost	Lot 8
August 22, 2023	WEEK 1 menu	Toyo	200 ml Pouch	557.00
		Vinegar	200 ml Pouch	557.00
		Onion Bulb	kilo	199.00
		Garlic	kilo	199.00
		Coconut Milk (200ml)	Tetra Pack 200 ml	677.00
		Carrot	kilo	279.00
		Potato	kilo	279.00
		Mushroom in Can	400 grams Can	597.00
		Ginger	kilo	279.00
	WEEK 2 menu	Camote	kilo	318.00
		Potato	kilo	279.00
		Upo	kilo	119.00
		Onion Bulb	kilo	199.00
		Garlic	kilo	199.00
		Carrot	kilo	199.00
		Cabbage	kilo	166.00
		Chayote	kilo	119.00
September 4, 2023	Week 3 menu		200 grams pack	
		Cornstarch (200g)	pack	279.00
		Squash	kilo	190.00
		Onion Bulb	kilo	199.00
		Garlic	kilo	199.00
		Carrot	kilo	239.00
		Cabbage	kilo	166.00
		Potato	kilo	279.00
		Chayote	kilo	119.00
		Toyo	200 ml Pouch	557.00
		Vinegar	200 rnl Pouch	557.00
	Week 4 menu		Tetra Pack 200 ml	
		Coconut Milk (200ml)	ml	677.00
		Carrot	kilo	246.00
		Potato	kilo	279.00
		Mushroom in Can		597.00
		Ginger	kilo	239.00
		Camote	kilo	318.00

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:  
  
 HANILYN P. CIMAFRANCA, CPA  
 Accountant III

  
 RAMEL F. SAMIEN  
 Regional Director

D' PARAGON CORP.  
  
 JEFFREE M. GUINAWATAN  
 Authorized Representative



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

D' PARAGON CORP.  
JEFFREY M. GUINAWATAN  
Authorized Representative

September 18, 2023	WEEK 5 menu	Potato	kilo	279.00
		Upo	kilo	119.00
		Onion Bulb	kilo	199.00
		Garlic	kilo	199.00
		Carrot	kilo	199.00
		Cabbage	kilo	166.00
		Cornstarch (200g)	200 grams pack	279.00
	WEEK 6 menu	Squash	kilo	190.00
		Onion Bulb	kilo	199.00
		Garlic	kilo	199.00
		Carrot	kilo	193.00
		Cabbage	kilo	166.00
		Potato	kilo	279.00
		Chayote	kilo	124.00
		Toyo	200 ml Pouch	557.00
		Vinegar	200 ml Pouch	557.00
October 2, 2023	Week 7 menu			
		Coconut Milk (200ml)	Tetra Pack 200 ml	677.00
		Carrot	kilo	246.00
		Potato	kilo	279.00
		Mushroom in Can	400 grams Can	599.00
		Ginger	kilo	279.00
		Carnote	kilo	318.00
	Week 8 menu			
		Upo	kilo	119.00
		Onion Bulb	kilo	
		Garlic	kilo	199.00
		Carrot	kilo	199.00
		Cabbage	kilo	166.00
		Chayote	kilo	279.00
		Cornstarch (200g)	200 grams pack	239.00
October 16, 2023	WEEK 9 menu	Squash	kilo	199.00
		Carrot	kilo	358.00
		Cabbage	kilo	166.00
		Potato	kilo	318.00
		Chayote	kilo	124.00
		Toyo	200 ml Pouch	557.00
		Vinegar	200 ml Pouch	557.00
	WEEK 10 menu			
		Coconut Milk (200ml)	Tetra Pack 200 ml	677.00
		Mushroom in Can	400 grams Can	641.00
		Ginger	kilo	199.00
		Carnote	kilo	318.00
		Potato	kilo	318.00
		Upo	kilo	133.00
		Onion Bulb	kilo	199.00
		Garlic	kilo	199.00

October 30, 2023	Week 11 menu	Chayote	Kilo	93.00
		Carrot	kilo	365.00
		Cabbage	kilo	239.00
		Cornstarch (200g)	200 grams pack	279.00
		Squash	kilo	199.00
		Onion Bulb	kilo	159.00
		Garlic	kilo	159.00
	Week 12 menu	Carrot	kilo	193.00
		Potato	kilo	279.00
		Chayote		270.00
		Toyo	kilo	557.00
		Onion Bulb	kilo	119.00
		Garlic	kilo	119.00
		Vinegar	200 ml Pouch	557.00
		Coconut Milk (200g)	Tetra Pack 200 ml	596.00
		Mushroom in Can	400 grams Can	641.00
November 13, 2023	WEEK 13 menu	Carrot	kilo	53.00
		Potato	kilo	279.00
		Ginger	kilo	198.00
		Camote	kilo	326.00
		Upo	kilo	133.00
		Onion Bulb	kilo	159.00
		Garlic	kilo	159.00
	WEEK 14 menu	Chayote	kilo	98.00
		Carrot	kilo	279.00
		Cabbage	kilo	199.00
		Cornstarch (200g)	200 grams pack	239.00
		Squash	kilo	279.00
		Onion Bulb	kilo	119.00
		Garlic	kilo	119.00
November 27, 2023	Week 15 menu	Carrot	kilo	256.00
		Potato	kilo	631.00
		Chayote	kilo	270.00
		Toyo	200 ml Pouch	558.00
		Onion Bulb	kilo	118.00
		Garlic	kilo	118.00
		Vinegar	200 ml Pouch	558.00
		Coconut Milk (200g)	Tetra Pack 200 ml	595.00
		Mushroom in Can	400 grams Can	641.00
	Week 16 menu	Ginger	kilo	199.00
		Camote	kilo	259.00
		Potato	kilo	567.00
		Upo	kilo	160.00
		Onion Bulb	kilo	79.00
		Garlic	kilo	79.00
		Chayote	kilo	95.00

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:  
  
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 Accountant III

RAMELLE JAVEN  
 Regional Director

D' PARAGON CORP.  
  
 JEFFREE M. GUNAWATAN  
 Authorized Representative



	Carrot	kilo	245.00
	Cabbage	kilo	192.00
	Cornstarch (200g)	200 grams pack	237.00
	Squash	kilo	230.00

	DAYS OF THE WEEK		
CITY/ MUNICIPALITY	MONDAY	TUESDAY	WEDNESDAY
San Fernando			
Kalilangan			

### PAYMENT

11. The CONTRACTOR hereby undertakes to submit the corresponding collection billings monthly for services and deliveries 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 downpayment 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.

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:  
HANILYN T. CIMA FRANCA, CPA  
Accountant III

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT  
RAMEX F. DAVEN  
Regional Director

D' PARASON, AA CORP.  
JEFFREY M. GUINAWATAN  
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:  
D' PARAGON AA CORP.  
(CONTRACTOR):

\_\_\_\_\_  
JEFFREE M. GUINAWATAN  
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 15 2023, in City of Cagayan de Oro, Philippines, personally appeared the following:

Name:	ID	Date/Place of Issuance:
Ramel F. Jamen	_____	_____
Jeffree M. Guinawatan	_____	_____

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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Series of 2023

\_\_\_\_\_  
**ATTY. ARLOU ADRIAN M. LINAAC**  
Notary Public  
Attorney's Roll No. 82236  
IBP No. 261382 (01-03-23)  
PTR No. 5437166 (12-01-22)  
Notarial Commission No. 2022-180  
Recently Admitted to the Bar on May 28, 2022  
Cagayan de Oro City  
Valid Until December 31, 2023  
2nd Floor, SV More Bldg., Masterson Avenue