

SERVICE AGREEMENT

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 -

DARBS CORPORATION, an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at Capistrano-Mabini Sts., Cagayan de Oro City herein represented by its Authorized Representative, **MARK HAROLD D. ARELLANO** 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 2) 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;
 - b. Request for Price Quotation;

HANILYN T. CIMA FRANCA, CPA
Accountant III

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

RAMEL F. JAMEN
Regional Director

DARBS CORPORATION

MARK HAROLD D. ARELLANO
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 **THREE MILLION FIVE HUNDRED NINETY-SEVEN THOUSAND TWENTY-THREE PESOS AND 87/100 ONLY (Php 3,587,023.87)** 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 2 - Supply and Delivery of Food Items for the Implementation of 13th Cycle Supplementary Feeding Program - Villanueva, Tagoloan, Jasaan & Claveria

Unit of Issue	ITEM DESCRIPTION	QTY.	Unit Cost	Total Unit Cost
Kg	Camote	3072	36.30	111,513.60
Kg	Potato	7185	66.55	478,161.75
Kg	Upo	1294	48.40	62,629.60
Kg	Cabbage	2686	54.45	146,252.70
Kg	Root Carrot	5868	90.75	532,521.00
Kg	Squash	2194	12.10	26,547.40
200 grams pack	Cornstarch	2634	35.59	93,944.06
400 grams can	Mushroom	6142	67.27	413,172.34

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA
Accountant III

FRANCO, JAVEN
Regional Director

BARBS CORPORATION

MARK HAROLD B. ARELLANO
Authorized Representative

tetra pack 200 ml	Coconut Milk	6450	37.82	243,939.00
Kg	Ginger	2303	72.60	167,197.80
200 ml/pouch	Toyo	5529	12.34	68,227.86
200 ml/pouch	Vinegar	5528	10.04	55,501.12
Kg	Onion	3551	179.80	638,469.80
Kg	Garlic	3551	150.04	532,792.04
Kg	Chayote	1815	14.52	26,353.80
TOTAL COST				3,587,023.87

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
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DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA
Accountant III

RAMPIC B. JAMES
Regional Director

DARBS CORPORATION

MARY HAROLD D. ARELLANO
Authorized Representative

Service Agreement

1	Claveria Tagoloan Villanueva Jasaan	P 3,587,023.87	4Ps Office	8 Deliveries for 120 feeding days	Attachments A: FOOD REQUIREMENT PER DELIVERY WITH DATE SCHEDULE
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HANILYN T. CIMA FRANCA, CPA
Accountant III

Schedule of Deliveries		ITEM/GOODS	Unit cost	Lot 1 & 5
August 22, 2023	WEEK 1 menu	Toyo	200 ml Pouch	921.00
		Vinegar	200 ml Pouch	921.00
		Onion Bulb	kilo	329.00
		Garlic	kilo	329.00
		Coconut Milk (200ml)	Tetra Pack 200 ml	1,120.00
		Carrot	kilo	461.00
		Potato	kilo	461.00
		Mushroom in Can	400 grams Can	990.00
		Ginger	kilo	461.00
	WEEK 2 menu	Camote	kilo	531.00
		Potato	kilo	461.00
		Upo	kilo	198.00
		Onion Bulb	kilo	329.00
		Garlic	kilo	329.00
		Carrot	kilo	329.00
		Cabbage	kilo	295.00
		Chayote	kilo	203.00
September 4, 2023	Week 3 menu	Cornstarch (200g)	200 grams pack	461.00
		Squash	kilo	326.00
		Onion Bulb	kilo	329.00
		Garlic	kilo	329.00
		Carrot	kilo	396.00
		Cabbage	kilo	285.00
		Potato	kilo	461.00
		Chayote	kilo	203.00
		Toyo	200 ml Pouch	921.00
		Vinegar	200 ml Pouch	921.00
	Week 4 menu	Coconut Milk (200ml)	Tetra Pack 200 ml	1,120.00
		Carrot	kilo	406.00
		Potato	kilo	461.00
		Mushroom in Can		993.00
		Ginger	kilo	396.00
		Camote	kilo	529.00

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

RAMEL P. RAMEN
Regional Director

DARBS CORPORATION

MARK HAROLD D. ARELLANO
Authorized Representative

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:


 HANILYN T. CIMAFRANCA, CPA
 Accountant III


 RAMEL T. JANSSEN
 Regional Director


 MARK HAROLD B. ARELLANO
 Authorized Representative

DARBS CORPORATION

September 18, 2023	WEEK 5 menu	Potato	kilo	461.00
		Upo	kilo	198.00
		Onion Bulb	kilo	329.00
		Garlic	kilo	329.00
		Carrot	kilo	329.00
		Cabbage	kilo	282.00
		Cornstarch (200g)	200 grams pack	461.00
	WEEK 6 menu	Squash	kilo	323.00
		Onion Bulb	kilo	329.00
		Garlic	kilo	329.00
		Carrot	kilo	318.00
		Cabbage	kilo	274.00
		Potato	kilo	461.00
		Chayote	kilo	203.00
		Toyo	200 ml Pouch	921.00
		Vinegar	200 ml Pouch	921.00
October 2, 2023	Week 7 menu	Coconut Milk (200ml)	Tetra Pack 200 ml	1,120.00
		Carrot	kilo	411.00
		Potato	kilo	461.00
		Mushroom in Can	400 grams Can	993.00
		Ginger	kilo	461.00
		Camote	kilo	528.00
	Week 8 menu	Upo	kilo	198.00
		Onion Bulb	kilo	329.00
		Garlic	kilo	329.00
		Carrot	kilo	334.00
		Cabbage	kilo	282.00
		Cornstarch (200g)	200 grams pack	461.00
		Squash	kilo	387.00
			kilo	
October 16, 2023	WEEK 9 menu	Carrot	kilo	592.00
		Cabbage	kilo	280.00
		Potato	kilo	527.00
		Chayote	kilo	203.00
		Toyo	200 ml Pouch	921.00
		Vinegar	200 ml Pouch	921.00
		Coconut Milk (200ml)	Tetra Pack 200 ml	1,120.00
	WEEK 10 menu	Mushroom in Can	400 grams Can	1,054.00
		Ginger	kilo	329.00
		Camote	kilo	527.00
		Potato	kilo	527.00
		Upo	kilo	219.00
		Onion Bulb	kilo	329.00
		Garlic	kilo	329.00
	Week 11 menu	Chayote	Kilo	159.00
		Carrot	kilo	608.00
		Cabbage	kilo	390.00

October 30, 2023

	Cornstarch (200g)	200 grams pack	461.00
	Squash	kilo	323.00
	Onion Bulb	kilo	263.00
	Garlic	kilo	263.00
Week 12 menu	Carrot	kilo	318.00
	Potato	kilo	461.00
		kilo	
	Chayote		439.00
	Toyo	kilo	921.00
	Onion Bulb	kilo	198.00
	Garlic	kilo	198.00
	Vinegar	200 ml Pouch	921.00
	Coconut Milk (200g)	Tetra Pack 200 ml	987.00
	Mushroom in Can	400 grams Can	1,054.00

November 13, 2023

WEEK 13 menu	Carrot	kilo	93.00
	Potato	kilo	461.00
	Ginger	kilo	329.00
	Camote	kilo	520.00
	Upo	kilo	219.00
	Onion Bulb	kilo	263.00
	Garlic	kilo	263.00
WEEK 14 menu	Chayote	kilo	164.00
	Carrot	kilo	461.00
	Cabbage	kilo	329.00
	Cornstarch (200g)	200 grams pack	396.00
	Squash	kilo	452.00
	Onion Bulb	kilo	198.00
	Garlic	kilo	198.00

November 27, 2023

Week 15 menu	Carrot	kilo	406.00
	Potato	kilo	1,042.00
	Chayote	kilo	444.00
	Toyo	200 ml Pouch	924.00
	Onion Bulb	kilo	198.00
	Garlic	kilo	198.00
	Vinegar	200 ml Pouch	923.00
	Coconut Milk (200g)	Tetra Pack 200 ml	983.00
	Mushroom in Can	400 grams Can	1,058.00
Week 16 menu	Ginger	kilo	327.00
	Camote	kilo	437.00
	Potato	kilo	940.00
	Upo	kilo	262.00
	Onion Bulb	kilo	128.00
	Garlic	kilo	128.00
	Chayote	kilo	159.00
	Carrot	kilo	406.00
	Cabbage	kilo	269.00
	Cornstarch (200g)	200 grams pack	394.00

HANILYN T. CIMA FRANCA, CPA
Accountant III

RAMEL P. JAMEN
Regional Director

MARK HAROLD D. ARELLANO
Authorized Representative

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

DARBS CORPORATION

Service Agreement

	Squash	kilo	383.00
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HANILYN T. CIMAFRANCA, CPA
Accountant III

CITY/ MUNICIPALITY	DAYS OF THE WEEK		
	MONDAY	TUESDAY	WEDNESDAY
Claveria			
Jasaan			
Tagoloan			
Villanueva			

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.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

RAMEL F. JAMEN
Regional Director

DARBS CORPORATION

MARK HAROLD D. ARELLANO
Authorized Representative

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 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

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

RAMEL P. JARIN
Regional Director

DARBS CORPORATION

MARK HAROLD D. ARELLANO
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:
DARBS CORPORATION
(CONTRACTOR):**

MARK HAROLD D. ARELLANO
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 _____, in City of Cagayan de Oro, Philippines, personally appeared the following:

Name:

ID

Date/Place of Issuance:

Ramel F. Jamen

MARK HAROLD D. ARELLANO 2501-0752-1847-201 CAGAYAN DE ORO CITY

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 2022

RAMIL G. CARREON
Notary Public NC-2022-51
Valid Until December 31, 2023
PTR No. 958330A, 01/03/2023 CDOC
IBP No. 268643, 01/04/2023 Mis Or.
VIN 922-710-579
ROLL NO. 51523, 5-10-2006
CAGAYAN DE ORO CITY
MCLE Comp. No. VII-0015256, 04-11-2022