

SERVICE AGREEMENT

24-03-17

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 -

PLDT, INC., an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at Ramon Cojuangco Building, Makati Avenue, Makati City herein represented by its Authorized Representative, **VICTOR Y. TRIA** 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, DELIVERY AND INSTALLATION OF PRIMARY INTERNET SERVICE SUBSCRIPTION OF DSWD FO X REGIONAL AND SUB-REGIONAL OFFICES**;

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, delivery and installation of **dedicated internet access (DIA) internet lines for the DSWD Field Office X and nineteen (19) sub-regional sites** or as enumerated herein 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. CHIAFRANCA, CPA
Accountant III

RAMEL F. JAMEN
Regional Director

PLDT, INC.

VICTOR Y. TRIA
Authorized Representative



- c. Instructions to Bidders; w
- 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 EIGHT HUNDRED EIGHT THOUSAND PESOS ONLY (Php 3,808,000.00)** 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, deliver and install the following items, thus:

Supply, Delivery and Installation Primary Internet Subscription for DSWD FO X Regional and Sub-Regional Offices (1 Lot)

Unit of Issue	ITEM DESCRIPTION	QTY.	Unit Cost
gbps	Regional Office	1	
mbps	SWAD Iligan	50	
mbps	SWAD Tubod	50	
mbps	SWAD Kapatagan	50	
mbps	SWAD Maramag	50	
mbps	SWAD Gingoog	50	
mbps	SWAD Valencia	50	
mbps	SWAD Kibawe	50	
mbps	SWAD Malaybalay	50	
mbps	SWAD Camiguin	50	
mbps	SWAD Ozamiz	50	
mbps	SWAD Oroquieta	50	
mbps	POO Mis. Or.	50	
mbps	POO Camiguin	50	
mbps	POO Mis. Occ	50	
mbps	POO LDN	50	
mbps	POO Bukidnon	50	

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN Y. CIMFRANCA, CPA
Accountant III

RAMEL F. JAMEN
Regional Director

PLDT, INC.

VICTOR Y. RIA
Authorized Representative

mbps	Haven for Women	50	
mbps	Bahay Silungan	50	
	TOTAL		P3,808,000

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN CHIAFRANCA, CPA
Accountant III

RAMIEL F. JAMEN
Regional Director

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 services 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. Ensure that the packaging used, if any for the said service be durable to avoid or prevent damage and/or deterioration from point of origin up to their destination;
- c. To 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;
- d. Provide two (2) years warranty on parts and services of the equipment at no additional cost to DSWD FO X and shall include free technical support and replacement units, parts and accessories that may fail during the warranty period;
- e. Shall not use the DSWD FO X's name in publicity releases or advertising during and after the term of this contract without the written permission of DSWD FO X;

PAYMENT

11. The CONTRACTOR hereby undertakes to submit the corresponding collection billings for services rendered as basis for payment every first (1st) week of the succeeding month.

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 30 days upon submission by the latter of the complete and correct supporting documents evidencing the total services rendered for the particular quarter as billed.

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 2024 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 2025 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

PLDY, INC.
VICTOR M. VERA
Authorized Representative

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 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.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA
Accountant III

FRANIELA JAMEN
Regional Director

PLDT/INC

VICTOR M. MORA
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:
PLDT, INC.
(CONTRACTOR):**

VICTOR Y. TRIA
AUTHORIZED REPRESENTATIVE

SIGNED IN THE PRESENCE OF:

Certification for funds availability:

HANILYN T. CIMAERANCA, CPA
Accountant III – Head Accounting

ACKNOWLEDGEMENT

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

27 MAR 2024

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	_____	_____
Victor Y. Tria	_____	_____

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 2024



ATTY BRAULIO L RUGAY, JR
Notary Public
Until DECEMBER 31, 2025
P.C.: 2024 - 59
IBP No 325725 on 12-7-2023
BIR-TIN-128-127-661
CAGAYAN DE ORO CITY