

# SERVICE AGREEMENT

24-09-68

## 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 -

**CABADBARAN AGUSAN BUTUAN SURIGAO TRANSPORT COOPERATIVE (CABSCO)**, an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at 2182 Aglipay Street, Poblacion 12, Cabadbaran City herein represented by its Authorized Representative, **DANTE S. ROSALES** 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 the **MOTOR VEHICLE RENTAL SERVICES FOR DSWD FO X STAFF**;

**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 provide for the Vehicle for hire with provisions of cost of fuel, driver's allowance, barge fares, and all incidental expense necessary for the planned trip specified by DSWD FO X.
3. The schedule of the rental shall be arranged by both parties subsequent to this agreement through issuance of booking orders.
4. In no case shall the aggregate amount of all booking order contracts or purchase orders issued exceed the total contract price.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMAFRANCA, CPA  
Accountant III

RAMEL F. JAMEN  
Regional Director

CABADBARAN AGUSAN BUTUAN SURIGAO TRANSPORT COOPERATIVE (CABSCO)

DANTE S. ROSALES  
Authorized Representative

5. For purposes when the need arises, DSWD FO X shall issue Booking Order Contracts addressed to the CONTACTOR, specifying thereon the necessary description of the items ordered, its corresponding quantity and amount.

6. 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, whenever applicable, to wit:

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

7. The DSWD FO X has allotted to pay to the CONTRACTOR, the total contract price of **TWO MILLION PESOS ONLY (Php 2,000,000.00)** 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.

8. 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.

9. 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.

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

11. The CONTRACTOR hereby undertakes to supply, deliver and install the following items, thus:

**Motor Vehicle Rental Services for DSWD FO X Staff**

ITEM	VEHICLE TYPE	QT Y	DESTINATION	AMOUNT	TOTAL
1	Air-Conditioned Sedan	4	Within City Proper and Inner Areas of Cagayan de Oro City from DSWD Field Office 10 to any point of Cagayan de Oro City (Vice-Versa)	4,200.00	16,800.00

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		13	From DSWD FO10 to any points of Bukidnon Areas (Vice-Versa)	4,500.00	58,500.00
		3	From DSWD FO10 to any points of Lanao del Norte Areas (Vice-Versa)	4,000.00	12,000.00
		7	From DSWD FO10 to any points of Misamis Oriental Areas (Vice-Versa)	4,700.00	32,900.00
		2	From DSWD FO10 to any points of Misamis Occidental Areas (Vice-Versa)	5,000.00	10,000.00
		27	From DSWD FO10 to any points of Camiguin Areas (Vice-Versa) including all barge fees	5,500.00	148,500.00
	<b>2</b>	4	From DSWD FO10 to any points of Bukidnon Areas (Vice-Versa)	7,000.00	28,000.00
		24	From DSWD FO10 to any points of Lanao del Norte Areas (Vice-Versa)	6,500.00	156,000.00
		12	From DSWD FO10 to any points of Misamis Oriental Areas (Vice-Versa)	6,500.00	78,000.00
		20	From DSWD FO10 to any points of Misamis Occidental Areas (Vice-Versa)	6,500.00	130,000.00
		16	From DSWD FO10 to any points of Lanao del Norte Areas (Vice-Versa)	7,300.00	116,800.00
	<b>3</b>	18	From DSWD FO10 to any points of Misamis Oriental Areas (Vice-Versa)	6,700.00	120,600.00
		24	From DSWD FO10 to any points of Misamis Occidental Areas (Vice-Versa)	6,500.00	156,000.00
		22	From DSWD FO10 to any points of	6,800.00	149,600.00
	<b>4</b>		<b>Air-Conditioned Van High</b>		

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DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:  
 RAMEL F. JAMEN  
 Regional Director

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	<b>roof or Standard</b>		Bukidnon Areas (Vice-Versa)		
		18	From DSWD FO10 to any points of Lanao del Norte Areas (Vice-Versa)	7,000.00	126,000.00
		64	From DSWD FO10 to any points of Misamis Oriental Areas (Vice-Versa)	6,800.00	435,200.00
		32	From DSWD FO10 to any points of Misamis Occidental Areas (Vice-Versa)	6,800.00	217,600.00
		1	From DSWD FO10 to any points of Camiguin Areas (Vice-Versa) including all barge fees	7,500.00	7,500.00
				<b>TOTAL AMOUNT</b>	<b>2,000,000.00</b>

- **Air-Conditioned Sedan** – Automatic or Manual Transmission with seating capacity of 5 including the driver.
- **Air-Conditioned SUV Montero/Fortuner/Innova (4x4 or 4x2)** - Automatic or Manual Transmission with seating capacity of 8 including the driver.
- **Air-Conditioned Pick-up (4x4 or 4x2)** - Automatic or Manual Transmission with seating capacity of 5 including the driver.
- **Air Conditioned Van High roof or Standard** - Automatic or Manual Transmission with seating capacity of 13 including the driver

**OBLIGATIONS OF THE CONTRACTOR**

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

- Specified type/s of vehicles and number/s of vehicles needed may be requested by the end-users at any time of the day. As needs arises (ANA);
- Vehicle Rental Servicing Supplier must at least have the minimum number of vehicle fleets as follows to cater the day-to-day vehicle services needs by the DSWD FO10. Sedan – 5, SUV – 5, Van – 10
- Rate offers must be expressed in terms of daily rate basis, inclusive of VAT, driver's food, fuel cost, repair cost, parking fees, barge fees and all applicable taxes and charges;
- All vehicle units, as per requests, are required to have its own driver. Self-driving is not allowed. As such, DSWD 10 Employees are not allowed to drive service vehicle from the service provider;
- Vehicle Rental Servicing Supplier must provide "best effort basis" in the replacement of units on the day the vehicles had accident bar down and needs to be repair with the same class and same carrying capacity in the earliest and most convenient time;
- Inclusive of comprehensive insurance coverage (CIC) of all vehicle that will be requested, third party liability (TPL), bodily injury (BI) and Auto Passenger Insurance Coverage (APIC);

CABADARAN AGUSAW BUTUAN SURIGAO TRANSPORT COOPERATIVE (CABSCO)  
 DANTE S. ROSALES  
 Authorized Representative

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HANILYN T. CIMAFRANCA, CPA  
Accountant III

RAMEL F. JAMEN  
Regional Director

- g) All vehicles owned and managed by the Vehicle Rental Servicing Supplier their LTO registration must be up to date. To avoid any inconvenience during the time of travel;
- h) All drivers must have undergone at least 2nd dose of COVID-19 vaccination. Or what may be imposed by the IATF in accordance to the prevention of COVID-19 virus;
- i) Drivers must always demonstrate respect towards his passenger/s, **OBSERVE PROPER HYGIENE** and must be in good health condition;
- j) Drivers must, at all times, avoid smoking before, during and after trips to ensure that the interiors of the vehicle are free from the stench that comes from smoking;
- k) DSWD Field Office 10 will not be held liable by any means during any accidents, damages that may be incurred during the use of any said vehicles rendered and served by the Vehicle Rental Servicing Supplier.
- l) The Supplier shall submit the following during the bid opening:
  - m) List of Vehicles within the fleet;
  - n) List of Drivers with their corresponding driver's license.

**PAYMENT**

13. The CONTRACTOR hereby undertakes to submit the corresponding collection billings for services rendered as basis for payment on a monthly basis.

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

15. Payment by DSWD FO X to the CONTRACTOR shall be made upon submission by the latter of the complete and correct supporting documents evidencing the total services rendered for the particular month as billed.

16. 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.

17. 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**

18. The term of this Agreement shall commence upon the receipt of the NOA 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.

19. 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**

20. 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.

21. 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

CABADWANAN AGUSAN BUTUAN SURIGAO TRANSPORT COOPERATIVE (CABSCO)

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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**

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

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

23. 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.

24. 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.

25. 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**

26. 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.

27. 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**

28. 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. CIMAFRANCA, CPA  
Accountant III

CABADARAN AGUSAN BUTUAN SURIGAO TRANSPORT COOPERATIVE (CABSCO)  
DANTE S. ROSALES  
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:  
CABADBARAN AGUSAN BUTUAN SURIGAO  
TRANSPORT COOPERATIVE (CABSCO),  
(CONTRACTOR):

  
\_\_\_\_\_  
DANTE S. ROSALES  
AUTHORIZED REPRESENTATIVE

SIGNED IN THE PRESENCE OF:

Certification for funds availability:

  
\_\_\_\_\_  
HAMILYN T. CIMAFRANCA, CPA  
Accountant III – Head Accounting

ACKNOWLEDGEMENT

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


BEFORE ME, a Notary Public, this 14 OCT 2024, in City of Cagayan de Oro, Philippines, personally appeared the following:

Name:	ID	Date/Place of Issuance:
Ramel F. Jamen	_____	_____
Dante S. Rosales	_____	_____

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. 321;  
Page No. 65;  
Book No. 7;  
Series of 2024.

  
**ATTY. ED GIBSON C. BELARMINO**  
Notary Public  
El Salvador to Biruangan, Misamis Oriental including  
Cagayan de Oro City  
Until December 31, 2024  
Notarial Commission No. 2023-126  
PTR No. 323991332/January 09, 2024/Misamis Oriental  
IBFP No. 48316000/January 27, 2024/Misamis Oriental  
Roll No. 82051/ May 26, 2022  
MCLE Compliance No. - Newly admitted to the Bar  
San Lucas St. Corner San Guillermo St. Zone 6  
Capiston, Kauswagan, Cagayan de Oro City  
TIN: 277-383-330