

# SERVICE AGREEMENT

24-09-65

## 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 -

**PHILBLANC COMPANY**, an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at GH Office Depot CPG Warehouse, Countryside Bypass Road, Maa, Davao City herein represented by its Authorized Representative, **GLADYS JAN GO-TE** 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 the **REBIDDING OF SUPPLY AND DELIVERY OF COMMON USE SUPPLIES AND EQUIPMENT (CSE) 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 supply and deliver Common Use Supplies and Equipment (CSE) for DSWD FO X Staff 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, whenever applicable, to wit:

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMAFRANCA, CPA  
Accountant III 1/8

RAMEL F. JAMEN  
Regional Director

PHILBLANC COMPANY

GLADYS JAN GO-TE  
Operations Manager

- a. Technical Specifications;
- 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 SIX HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED SEVENTEEN AND 75/100 (PHP 2,681,317.75)** 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:

**REBIDDING OF SUPPLY AND DELIVERY OF COMMON USE SUPPLIES AND EQUIPMENT (CSE) FOR DSWD FO X STAFF**

ITEM NO.	PARTICULARS	UNIT	TOTAL QTY	PRICE	TOTAL COST
1	AIR FRESHENER, Aerosol Type, 280ml/150g min	Can	356.00	217.25	77,341.00
2	BATTERY, dry cell, AAA	Pack	40.00	72.40	2,896.00
3	BATTERY, dry Cell, size AA	Pack	63.00	64.40	4,057.20
4	BROOM (Walis Tambo)	Piece	22.00	72.40	1,592.80
5	BROOM (Walis Ting-Ting)	Piece	1.00	36.25	36.25
6	CALCULATOR, compact, electronic, 12 digits cap, 1 unit in individual box	Unit	4.00	241.35	965.40
7	CLEANER, toilet and urinal, 900ml-1000ml cap	Bottle	20.00	205.15	4,103.00

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:  
 HAMILYN T. CIMAFRANCA, CPA  
 Accountant III /K5

RAMEL F. JAMEN  
 Regional Director

PHILBLANK COMPANY  
 GLADYS JAN GO-TE  
 Operations Manager

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN C. MARAFANO, CPA  
Accountant III - CB

RAMIEL F. JAMEN  
Regional Director

PHILBLANC COMPANY

GLADYS JAN GO-TE  
Operations Manager

8	CLEANSER, scouring powder, 350gmin.can	can	14.00	60.05	840.70
9	CLEARBOOK, legal size	Piece	50.00	30.20	1,510.00
10	CLIP, backfold, 19mm, 12 pieces per box	Box	135.00	9.00	1,215.00
11	CLIP, backfold, 25mm, 12 pieces per box	Box	174.00	14.50	2,523.00
12	CLIP, Backfold, 32mm, 12 pieces per box	Box	195.00	19.95	3,890.25
13	CLIP, backfold, 50mm, 12 pieces per box	Box	353.00	31.15	10,995.95
14	CORRECTION TAPE, 1 piece in individual plastic	Piece	1,135.00	13.35	15,152.25
15	CUTTER/UTILITY KNIFE, for general purpose	Piece	50.00	7.30	365.00
16	DATA FILE BOX, made of chipboard, with closed ends	Piece	108.00	193.85	20,935.80
17	DATA FOLDER, made of chipboard, taglia lock	Piece	12.00	254.20	3,050.40
18	DATER STAMP	Piece	20.00	260.60	5,212.00
19	DISINFECTANT SPRAY, aerosol, 400g (min)	Can	47.00	289.65	13,613.55
20	DUSTPAN, non-rigid plastic	Piece	12.00	96.55	1,158.60
21	ELECTRIC FAN, industrial, ground type	Unit	1.00	1,633.60	1,633.60
22	ELECTRIC FAN, Stand Type	Unit	1.00	1,212.60	1,212.60
23	ENVELOPE, Documentary, A4, for A4 size document, 500 pieces per box	Box	1.00	687.80	687.80
24	ENVELOPE, Documentary, Legal, for Legal size document, 500 pieces per box	BOX	671.00	723.95	485,770.45
25	ENVELOPE, Expanding, Kraft, for Legal size doc, 100 pieces per box	Box	481.00	942.35	453,270.35
26	ENVELOPE, Mailing, White, 500 pieces per box	Box	2.00	265.50	531.00
27	ENVELOPE, Mailing, With Window, 500 pieces per box	Box	12.00	374.05	4,488.60
28	ERASER, Plastic/Rubber	PIECE	35.00	1.85	64.75
29	EXTERNAL HARD DRIVE, 1TB, 2.5" HDD, USB 3.0, 1 unit in individual box	Unit	2.00	3,975.70	7,951.40

30	FASTENER, metal, 70mm between prongs, 50 sets per box	Box	1,080.00	36.25	39,150.00
31	FILE ORGANIZER, Expanding, Plastic, 12 pockets	Piece	32.00	55.00	1,760.00
32	FLASH DRIVE, 16 GB Capacity	Piece	2.00	241.35	482.70
33	FOLDER with Tab, A4, for A4 size document, 100 pieces per pack	Pack	10.00	277.55	2,775.50
34	FOLDER with TAB, Legal, 100 pieces per pack	Pack	27.00	362.00	9,774.00
35	FOLDER, L-type, Legal, 50 pieces per pack	Pack	5.00	265.50	1,327.50
36	FOLDER, pressboard, size:240mm x 370mm (-5mm), 100 pieces per box	Box	14.00	1,385.20	19,392.80
37	FURNITURE CLEANER, aerosol, 300ml min./can	Can	5.00	452.50	2,262.50
38	GLUE, All Purpose, gross weight: 200 grams min	Jar	189.00	47.70	9,015.30
39	HAND SOAP, LIQUID, 500ml	Bottle	125.00	48.30	6,037.50
40	Ink Cartridge, Canon CL-811, Colored	Cart	55.00	1,447.90	79,634.50
41	Ink Cartridge, Canon PG-810, Black	Cart	55.00	1,146.25	63,043.75
42	INK CARTRIDGE, EPSON C13T664100 (T6641), BLACK	Cart	166.00	319.75	53,078.50
43	INK CARTRIDGE, EPSON C13T664200 (T6642), CYAN	Cart	149.00	331.85	49,445.65
44	INK CARTRIDGE, EPSON C13T664300 (T6643), MAGENTA	Cart	149.00	331.85	49,445.65
45	INK CARTRIDGE, EPSON C13T664400 (T6644), YELLOW	Cart	149.00	331.85	49,445.65
46	INSECTICIDE, aerosol type	Can	20.00	299.30	5,986.00
47	LIGHT EMITTING DIODE (LED), Light Bulb 6-7 watts	Piece	8.00	120.70	965.60
48	LINEAR TUBE, Light Emitting Diode (LED), 18 watts	Piece	5.00	301.65	1,508.25
49	MARKER, fluorescent, 3 colors per set	Set	287.00	21.75	6,242.25
50	MARKER, permanent, black, bullet type	Piece	951.00	10.70	10,175.70
51	MARKER, permanent, blue	Piece	30.00	10.70	321.00

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMAFRANCA, CPA  
Accountant III

RAMEL F. JAMEN  
Regional Director

PHILBLANC COMPANY

GLADYS JAN GO-TE  
Operations Manager

52	MARKER, whiteboard, black	Piece	155.00	10.70	1,658.50
53	MONOBLOC CHAIR, white	Piece	5.00	393.00	1,965.00
54	NOTE PAD, stick on, 3" x 3", 100 sheets per pad	PAD	423.00	15.70	6,641.10
55	NOTE PAD, stick on, 50mm x 76mm (2" x 3") min, 100 sheets per pad	PAD	418.00	12.10	5,057.80
56	NOTE PAD, stick on, 76mm x 100mm (3" x 4") min, 100 sheets per pad	PAD	585.00	22.25	13,016.25
57	PAPER CLIP, vinyl/plastic coated, 33mm, 100 pcs per box	Box	147.00	7.95	1,168.65
58	PAPER CLIP, vinyl/plastic coated, jumbo, 50mm, 100 pcs per box	Box	288.00	17.45	5,025.60
59	PAPER, multi-Purpose, 70gsm (min.), Legal, size: 216mm x 330mm	Ream	1,391.00	174.05	242,103.55
60	PAPER, MULTICOPY, legal, 80gsm, size: 216mm x 330mm	Ream	1,355.00	227.40	308,127.00
61	PAPER, parchment, size: 210 x 297mm, multi-purpose	Box	55.00	280.95	15,452.25
62	PRINTER, Laser, Monochrome	Unit	5.00	12,065.70	60,328.50
63	PUNCHER, paper, heavy duty, with two hose guide, 1 piece in individual box	Piece	76.00	193.10	14,675.60
64	RECORD BOOK, 500 pages, size: 214mm x 278mm min	BOOK	356.00	155.90	55,500.40
65	RUBBER BAND, 70mm min lay flat length (#18)	Box	22.00	19.30	424.60
66	SIGN PEN, Extra fine tip, black	Piece	3,933.00	22.85	89,869.05
67	SIGN PEN, Extra fine tip, blue	Piece	1,078.00	22.85	24,632.30
68	STAMP PAD, felt, bed dimension: 60mm x 100mm	Piece	423.00	24.10	10,194.30
69	STAMP PAD, Ink, purple or violet, 50ml (min)	Bottle	6.00	19.30	115.80
70	STAPLE REMOVER, plier type	Piece	7.00	33.80	236.60
71	STAPLE WIRE, heavy duty (binder type)	Box	90.00	24.15	2,173.50
72	STAPLE WIRE, standard	Box	1,551.00	21.75	33,734.25
73	STAPLER, Heavy Duty (Binder)	Piece	4.00	530.95	2,123.80

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:  
 HANHEYN T. CIMAFRANCA, CPA  
 Accountant III kP  
 RAMEL J. JAMEN  
 Regional Director

PHILBLANC COMPANY  
 GLADYS JAN GO-TE  
 Operations Manager

74	STENO NOTEBOOK, Stenographer, spiral, 40 leaves	Piece	1,226.00	14.50	17,777.00
75	TAPE DISPENSER, Tabletop	Unit	14.00	90.55	1,267.70
76	TAPE, electrical	Roll	5.00	16.65	83.25
77	TAPE, masking, 24mm	Roll	246.00	26.60	6,543.60
78	TAPE, MASKING, 48mm	Roll	113.00	52.85	5,972.05
79	TAPE, packaging, 48mm	Roll	129.00	15.80	2,038.20
80	TAPE, transparent, 48mm	Roll	239.00	10.70	2,557.30
81	TISSUE, Interfolded Paper Towel	Pack	385.00	64.90	24,986.50
82	TOILET TISSUE PAPER, 2-ply sheets, 150 pulls, 12 rolls in a pack	Pack	340.00	134.45	45,713.00
83	TONER CARTRIDGE, HP CE285A (HP85A), Black	Cart	13.00	5,429.55	70,584.15
84	TONER CARTRIDGE, HP CF283A (HP83A), LaserJet	Cart	4.00	5,308.90	21,235.60
<b>TOTAL AMOUNT</b>					<b>2,681,317.75</b>

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:  
 HANILYN T. CIMAFRANCA, CPA  
 Accountant III KB  
 RAMEL P. PALMERA  
 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 one (1) year 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;

PHILBLANC COMPANY  
 GLADYS AN GO-TE  
 Operations Manager

**PAYMENT**

11. The CONTRACTOR hereby undertakes to submit the billings and "Certificate of Completed Delivery" within a reasonable time issued by the DSWD FO X for services rendered as basis for payment. This shall form part of the documentation as a proof of the acceptability of the entire project which will be

the basis of the Inspection and Acceptance Committee for the issuance of Inspection and Acceptance Report.

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. This agreement shall take effect based on the effectivity date provided in the Notice to Proceed (NTP) and shall end upon its full performance, inclusive of warranty periods, and/or termination.

17. The term for the completion of the project shall be for THIRTY (30) calendar days from the effectivity date provided in the Notice to Proceed (NTP).

**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.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:  
HANILYN T. CIMAFRANCA, CPA  
Accountant III K/g  
RAJUEL P. JAMEN  
Regional Director

PHILBLANC COMPANY  
GLADYS JAN GO-TE  
Operations Manager

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:  
HANHON Y. CIMAFRANCA, CPA  
Accountant III - I/B

RAMON P. JAMEN  
Regional Director

PHILBLANC COMPANY  
GLADYS JAN GO-TE  
Operations Manager



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:  
PHILBLANC COMPANY  
(CONTRACTOR):

\_\_\_\_\_  
GLADYS JAN GO-TE  
OPERATIONS MANAGER

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 30 OCT 2024, in City of Cagayan de Oro, Philippines, personally appeared the following:

Name:	ID	Date/Place of Issuance:
Ramel F. Jamen	_____	_____
Gladys Jan Go-Te	_____	_____

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. PAUL ZANDRIX A. BURGOS**  
Notary Public for Davao City  
Commission No. 2023-343-2024 until December 31, 2024  
Roll of Attorney's No. 84934  
PTR O.R. No. 9285434c dtd. 01/02/2024  
IBP O.R. No. 373743 dtd. 12/24/2023  
MCLE Compliance No. (Admitted May 02, 2023)  
Office Address: Mata Law Group, 2nd Floor Snooze Inn,  
Gen. Douglas McArthur Highway, Matina, Davao City