

SERVICE AGREEMENT

(021-01112022-0112)

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 10, a regional government agency created 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, **MARI-FLOR A. DOLLAGA**, hereinafter referred to as “**DSWD FO10**”;

- and -

DARBS CORPORATION, a business entity duly established and existing under the laws of the Republic of the Philippines, with principal business address at Rivera Building, Capistrano-Mabini Streets., Barangay 11, Cagayan de Oro City, represented by its Authorized Representative **MELODY Y. DADANG**, hereinafter referred to as “**CONTRACTOR**”;

WITNESSETH THAT:

WHEREAS, DSWD FO10, through the Bids and Awards Committee, published through the PhilGEPS website an invitation to bid for LOT 1 – SUPPLY AND DELIVERY OF FOOD ITEMS FOR BANGUN CY2022;

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 FO10 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 and Responsive Bidder who subsequently passed the post-qualification process;

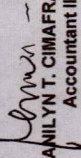
WHEREAS, on the basis of the foregoing representations and warranties by the CONTRACTOR, DSWD FO10 has awarded the aforementioned contract to herein CONTRACTOR;


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 supply and delivery of food items herein awarded to CONTRACTOR.
2. The CONTRACTOR shall supply the food items enumerated herein as well as deliver the said items to the area specified by DSWD FO 10.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT – FIELD OFFICE 10:


HANILYN T. CIMAFRANCA, CPA
Accountant III

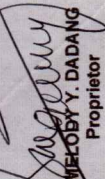

MARI-FLOR A. DOLLAGA
Regional Director

Witness


ROSEMARIE P. CONDE

SWO-V/OIC-Asst. Regional Director-Operations

DARBS CORPORATION:


MELODY Y. DADANG
Proprietor

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;
- 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 FO10 has allotted to pay to the CONTRACTOR, the total contract price of **TWENTY FOUR MILLION SEVENTY-SIX THOUSAND SIX HUNDRED SEVENTY-SEVEN PESOS (Php24,076,677.00)** only, 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 actual usage or availment of DSWD FO10 and should the total contract price not be fully consumed or expended by DSWD FO10 upon the expiration of this Agreement, then DSWD FO10 shall be liable and obligated only to pay the corresponding amount consumed or expended.

7. All payments made by DSWD FO10 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.

OBLIGATIONS OF CONTRACTOR

9. The CONTRACTOR hereby undertakes to supply and deliver the following food items, thus:

10.

Quantity	Unit of Measure	Item Description	Bid Price in Pesos (per unit)
90,000	kg	Rice (long grain/ Class A)	41.06
2,100	kg	Ampalaya (medium)	63.50
10,800	kg	Andohao/Matambaka (medium)	254.00
14,700	kg	Baguio Beans	57.15
2,700	pack	Bihon (250g)	21.53
2,100	kg	Cabbage (medium)	44.45

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT – FIELD OFFICE 10:

HANILYN T. CIMAFRANCA, CPA
Accountant IIIMARIFLOR A. BOLLAGA
Regional Director

ROSEMARIE P. CONDE

SWO-V/OIC-Asst. Regional Director-Operations

Witness

DARBS CORPORATION

MELODY Y. DADANG
Proprietor

120,000	can	Canned Tuna Flakes (175g)	30.42
25,200	kg	Carrots (medium)	38.10
240,000	pc	Egg (medium)	6.35
4,680	kg	Garlic Bulb (medium)	101.60
4,200	kg	Monggo (not shiny)	109.22
15,600	ml	Vegetable Oil (350ml)	53.59
7,800	kg	Onion Bulb (medium)	158.75
5,400	pack	Pancit Canton Dry (250g)	38.80
4,200	kg	Potatoes (medium)	44.45
14,700	kg	Chayote (medium)	12.70
1,800	pack	Soy Sauce (200ml)	11.70
12,600	kg	Squash	12.70
12,000	kg	String Beans	76.17
2,700	kg	Eggplant	50.80
32,400	kg	Whole Dressed Chicken (without neck)	171.45

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

- Ensure the delivery of the above-enumerated food items at the Municipality of Ganassi, Lanao del Sur specifically in **Poblacion, Balintad Proper, Taliogon and Paraaba** be made every Monday of the week at the desired delivery day as prescribed by the schedule to be provided by DSWD FO 10;
- Ensure that frozen foods have a good amount of insulation to maintain its temperature and freshness while vegetables shall be wrapped in plastic or foil;
- Ensure that the frozen goods and vegetables shall be procured locally;
- Provide a warehouse fully compliant with government regulations specifically health and safety protocols located within the aforementioned municipality where the packaging of the above-enumerated food items take place;
- Ensure that the packaging used for the said food items be durable to avoid or prevent damage and/or deterioration from point of origin up to their final destination;
- Ensure that the number of items per pack, as provided by DSWD FO 10 be strictly adhered to in order to provide as much food items to as much beneficiaries as possible; and
- Provide a chest freezer with a capacity of not less than 200 liters and lock key function to be used as storage in the target area for at least 180 days.

PAYMENT

- The CONTRACTOR hereby undertakes to submit the corresponding collection billings monthly for services rendered as basis for payment.
- The total amount to be paid shall be net of taxes due.
- Payment by DSWD FO 10 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 10 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 10. All billings received by DSWD FO 10 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 2022 or until the total contract price be fully consumed or expended by DSWD FO 10, 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 2023 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 10, and as such, DSWD FO 10 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 10 and any of the men hired or taken by the CONTRACTOR, it being clearly understood that this contract is solely between DSWD FO 10 and the CONTRACTOR.

19. The CONTRACTOR shall be held responsible for all works, materials and properties of DSWD FO 10 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 10

HANILYN T. CIMA FRANCA, CPA
Accountant III

ROSEMARIE P. CONDE
OIC - ARDO

MARI-FLOR A. DOLLAGA
Regional Director

CONTRACTOR

MELODY S. DADANG
Authorized Representative

23. The CONTRACTOR hereby undertakes and agrees that any violation of the foregoing warranties and representations shall immediately grant DSWD FO10 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.

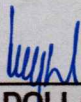
ANTI-GRAFT AND CORRUPTION CLAUSE

24. 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.


IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands at the bottom of this page and either on the left or right hand margins of all other pages of this agreement.

**DEPARTMENT OF SOCIAL WELFARE
AND DEVELOPMENT FIELD OFFICE 10:
DSWD FO10**



MARI-FLOR A. DOLLAGA
Regional Director

**DARBS CORPORATION:
CONTRACTOR**



MELODY Y. DADANG
Authorized Representative



**SIGNED IN THE PRESENCE OF:
ROSEMARIE P. CONDE**
SWO-V/OIC-Asst. Regional Director-Operations
Witness

Certification for funds availability:



HANILYN T. CIMAFRANCA, CPA
Accountant III

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public, this June 22, 2022, in City of
Cagayan de Oro, Philippines, personally appeared the following:

Name:	Identification Card	Date & Place of Issuance:
Mari-Flor A. Dollaga	_____	_____
Melody Y. Dadang	_____	_____

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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Book No. 0000
Series of 2022.

KAMIL G. CARSON
Notary Public NC-2020-04
Valid Until June 30, 2024
Elected by Bar Matter N 17
PTR No. 5172-60 A. 12-14-2021
ID No. 170545, 12-16-20 I M S. O.
TIN: 9220-10-070
Roll No. 51823 0010-2000
Cagayan de Oro City
MOLCOMP No VI-0000751. 00-000000