

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, 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, **MARI-FLOR A. DOLLAGA**, hereinafter referred to as "**DSWD FO 10**";

- and -

LTS DEPARTMENT STORES, INC., an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at Magsaysay Ave., 27-C, Davao City, herein represented by its Authorized Representative, **MR. NIMROD R. NAPOLES**, hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH THAT:

WHEREAS, DSWD FO 10, through the Bids and Awards Committee, published through the PhilGEPS website an invitation to bid for LOT 2 – SUPPLY AND DELIVERY OF NON-FOOD ITEMS FOR BANGUN 2022;

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 10 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 that passed the post-qualification process;

WHEREAS, on the basis of the foregoing representations and warranties by the CONTRACTOR, DSWD FO 10 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 non-food items herein awarded to CONTRACTOR.
2. The CONTRACTOR shall supply the non-food items enumerated herein as well as deliver the said items to the area specified by DSWD FO 10.

HANILYN T. CIMA FRANCA
Accountant III

ROSEMARIE P. CONDE
PSD Chief

MARI-FLOR A. DOLLAGA-LIBANG
Regional Director

NIMROD R. NAPOLES
Authorized Representative

LTS Department Stores, Inc.

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:

- Technical Specifications;
- Request for Price Quotation;
- Instructions to Bidders;
- Supplemental Bid Bulletins, if there is any;
- Canvass form, including all documents/statements attached to the quotation or submitted by the Bidder;
- Eligibility requirements, documents, and/or statements;
- Performance Security, if required;
- Notice of Award of Contract and the Bidder's conforme thereto;
- Notice to Proceed; and
- 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 10 has allotted to pay to the CONTRACTOR, the total contract price of **FIVE HUNDRED SIXTY-FOUR THOUSAND ONE HUNDRED TWENTY-TWO PESOS (Php564,122.00)** 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 the actual usage or availment of DSWD FO 10 and should the total contract price not be fully consumed or expended by DSWD FO 10 upon the expiration of this Agreement, then DSWD FO 10 shall be liable and obligated only to pay the corresponding amount consumed or expended.

7. All payments made by DSWD FO 10 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 the following food items, thus:

Quantity	Unit of Measure	Item Description	Bid Price in Pesos (per unit)
5,000	Pc	Tablespoon – stainless steel solid, minimum length of 18cm	7.42
5,000	Pc	Fork – stainless steel solid, minimum length of 18cm	7.42
5,000	Pc	Lunchbox – hard plastic with lid,	30.00

Department of Social Welfare and Development Field Office 10

MARI-FLOR A. DOLLAGA-LIBANG
Regional Director

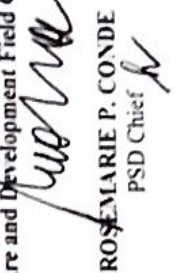
HANILYN T. CIMA FRANCA
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PSD Chief

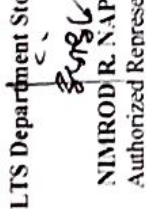
LTS Department Stores, Inc.

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HANILYN P. CIMENTRANCA
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Regional Director

LTS Department Stores, Inc.

NIMROD R. NAPOLES
Authorized Representative

		with 3 compartments of at least 2-inch depth, rectangular in shape, assorted color	
5,000	Pc	Drinking tumbler – hard plastic with lid, holds at least 500 ml liquid, assorted color	29.00
68	Pc	Carajay/Frying Pan/Wok - diameter at least 20 inches, size no.2, aluminum, double handled	1,269.00
68	Pc	Kaldero/Pot/Casserole – diameter of at least 13.5 inches, height at least 9.75 inches, aluminum, size no. 1, double handled	1,239.00
68	Pc	Serving Ladle/Soup Ladle – length from tip to scooper of at least 24 cm, diameter of scooper at least 4 inches, metal	29.00
68	Pc	Chopping Board – rectangular in shape, white, plastic with a width-height-length of at least 25cmx1cmx35cm	199.75
68	Pc	Chef's knife – stainless steel blade of appropriate grade, wood or plastic handle, length of at least 8 inches, blade base of at least 1.5 mm measured at the middle of the blade (thickness)	129.75

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 non-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 or at the desired delivery day as prescribed by the schedule to be provided by DSWD FO 10;
- Provide a warehouse located within the aforementioned municipality where the packaging of the above-enumerated non-food items take place;
- Ensure that the packaging used for the said non-food items be durable to avoid or prevent damage and/or deterioration from point of origin up to their final destination; and
- Ensure that the number of items per pack, as provided by DSWD FO 10, be strictly adhered to in order to provide as much non-food items to as much beneficiaries as possible.

PAYMENT

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

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

12. 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.

13. 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.

14. 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

15. 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.

INDEPENDENT CONTRACTOR

16. 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.

17. 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

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

SPECIAL WARRANTIES AND UNDERTAKING FOR NON-INVOLVEMENT WITH TOBACCO INDUSTRY

19. 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.

20. 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.

21. The CONTRACTOR further manifests that it is not engaged in any business dealings with any players of the Tobacco Industry.

Department of Social Welfare and Development Field Office 10

MARI-FLOR A. DOLLAGA-LIBANG
Regional Director

NIMROD R. NAPOLES
Authorized Representative

ROSEMARIE P. CONDE
PSD Chief

HANILYN T. CIMA FRANCA
Accountant III

22. The CONTRACTOR hereby undertakes and agrees that any violation of the foregoing warranties and representations shall immediately grant DSWD FO 10 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.

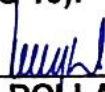
ANTI-GRAFT AND CORRUPTION CLAUSE

23. 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 on left hand margin of all other pages of this agreement.

**FIRST PARTY:
THE DEPARTMENT OF SOCIAL WELFARE
AND DEVELOPMENT FIELD OFFICE 10
(DSWD FO 10):**



MARI-FLOR A. DOLLAGA
Regional Director

**SECOND PARTY:
LTS DEPARTMENT STORES, INC.
(CONTRACTOR):**



NIMROD R. NAPOLES
Authorized Representative

SIGNED IN THE PRESENCE OF:



ROSEMARIE P. CONDE
WITNESS

Certification for funds availability:


HANILYN T. CHIANFRANCA, CPA
Accountant III – Head Accounting

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
CITY OF CAGAYAN DE ORO

DAVAO CITY

JUN 11 2022

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

Name:

ID

Date/Place of Issuance:

Mari-Flor A. Dollaga

DSWD ID No. 10-1903049

Nimrod R. Napoles

SSS - 6428-71757-2

DAVAO 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

Atty. EDGARDO B. CUANAN JR.
Notary Public Commission No. 2008-2014-2020 (Extended)



Phil. Not. 1968
PTR No. 64-042415/21/2020; D.C.
IBP No. (on process); Notary Chapter Official
Receipt No. 19739/12/2022; DC
TIN No. 410-78-139
MCLE Compliance No. vi-0000069