

# SERVICE AGREEMENT

23-02-055

## 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 -

**MINDANAO GLASSWARE GENERAL MERCHANDISE INC.**, an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at Captain Vicente Roa Street herein represented by its Authorized Representative, **KENNETH RALPH A. RONTAL** 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, PACKAGING, AND DELIVERY OF EATING UTENSILS FOR THE IMPLEMENTATION OF THE 12<sup>TH</sup> CYCLE SUPPLEMENTARY FEEDING PROGRAM-PACKAGE 2 OF DSWD FO X**;

**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 the Height Board for the implementation of the 12<sup>th</sup> Cycle Supplementary Feeding Program 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, to wit:
  - a. Technical Specifications;

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HAMILYN T. CIMAFRANCA, CPA  
Accountant III

RAMEL F. JAMEN  
Regional Director

MINDANAO GLASSWARE GENERAL MERCHANDISE INC.

KENNETH RALPH A. RONTAL  
Authorized Representative



- 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 **Ten Million Seven Hundred Ninety-Seven Thousand Five Hundred Fifty-Seven and 34/100 only (Php 10,797,557.34)** 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:

**Supply, Packaging, and Delivery of Eating Utensils for the Implementation of the 12<sup>th</sup> Cycle Supplementary Feeding Program-Package 2**

Unit of Issue	ITEM DESCRIPTION	QTY.	Unit Cost	Total Unit Cost
PCS	<b>Tablespoon</b> Stainless Steel Solid, Minimum Length is 17 cm	106,202	11.20	1,189,462.40
PCS	<b>Fork</b> Stainless Steel Solid, Minimum Length is 17 cm	106,202	11.20	1,189,462.40
PCS	<b>Lunchbox</b> Hard-plastic with lid, having 3 compartments, rectangular in shape (length: 19 cm, width : 13 cm, height: 5cm) (50 % pink and 50% blue)	106,202	40.60	4,311,801.20
PCS	<b>Drinking Tumbler</b> Hard-Plastic with lid, Holds 500ml of liquid, assorted color, spill proof (50 % pink and 50% blue)	106,202	38.67	4,106,831.34
<b>TOTAL COST:</b>				<b>Php 10,797,557.34</b>

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HAMILYN T. CIMA FRANCA, CPA  
Accountant III

RAMEL P. SAMEN  
Regional Director

MINDANAO GLASSWARE GENERAL MERCHANDISE INC.

KENNETH RALPH A. RONTAL  
Authorized Representative



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 vitamins 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 for the said items be durable to avoid or prevent damage and/or deterioration from point of origin up to their final 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. Ensure that the number of items, as provided by DSWD FO 10 be strictly adhered to in order to provide as much items to as much beneficiaries as possible; and

**PAYMENT**

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

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. The term of this Agreement shall commence upon the signing thereof and shall end on 31 December 2023 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 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 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.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANIELYN T. CIMA FRANCA, CPA  
Accountant III

RAMON J. JAMEN  
Regional Director

MINDANAO GLASSWARE GENERAL MERCHANDISE INC.

KENNETH BALAYAL RONTAL  
Authorized Representative



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 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:

HANILYN T. CIMAFRANCA, CPA  
Accountant III

RAMON F. JAMEN  
Regional Director

MINDANAO GLASSWARE GENERAL MERCHANDISE INC.

KENNETH RALPH RONTAL  
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:  
MINDANAO GLASSWARE GENERAL MERCHANDISE INC.  
(CONTRACTOR):**

\_\_\_\_\_  
**KENNETH RALPH A. RONTAL**  
AUTHORIZED REPRESENTATIVE

**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 FEB 20 2023, in City of Cagayan de Oro, Philippines, personally appeared the following:

Name:	ID	Date/Place of Issuance:
Ramel F. Jamen	_____	_____
Kenneth Ralph A. Rontal	_____	_____

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. 243  
Page No. 52  
Book No. 19  
Series of 2023

**ATTY. OWEN S. MARCIAL**  
NOTARY PUBLIC  
NC-2023-11  
UNTIL DECEMBER 31, 2024  
PTR NO. 5430824, 01/03/23  
IBP LIFETIME NO. 010646  
TIN NO. 218-413-872-000  
MCLE NO. VII-0000830-09/04/19  
ROLL OF ATTORNEY'S NO. 60656