

SERVICE AGREEMENT

24-04-21

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, **RAMMEL F. JAMEN**, hereinafter referred to as "DSWD FO X";

- and -

BODEGUITA ENTERPRISES AND SERVICES, an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at Quimbo Building, JC Aquino Avenue, Butuan City herein represented by its Authorized Representative, **ROMAN C. DEL FIERRO** 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 **SUPPLY AND DELIVERY OF FOOD AND NON-FOOD ITEMS FOR BANGUN 2024 - LOT 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 of Non-Food Items for the implementation of the BANGSAMORO UMPUNGAN SA NUTRISYON PROJECT 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 aggregatable 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 construed as part of this Agreement, to wit:
 - a. Technical Specifications;
 - b. Request for Price Quotation;

John Paul Limpton
BODEGUITA ENTERPRISES AND SERVICES
ROMAN C. DEL FIERRO
Proprietor

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

Rammel F. Jamen
RAMMEL F. JAMEN
Regional Director

Hamilyn T. Cimafranca
HAMILYN T. CIMAFRANCA, CPA
Accountant III / 8

- c. Instructions to Bidders;
- d. Supplemental Bid Bulletins, if there is any;
- e. Carvass 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 **SIX HUNDRED EIGHTY THOUSAND TWO HUNDRED PESOS ONLY (Php680,200.00)** 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.

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:

Lot 2 SUPPLY AND DELIVERY OF FOOD AND NON-FOOD ITEMS FOR BangUn 2024 at -Madamba, LDS and Bacolod-Kalawi, LDS

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	Tablespoon - Stainless Steel Solid - Minimum Length is 18cm - Thickness: Head – 1mm, Handle – 2mm	pc	5,000	8	40,000.00
2	Fork - Stainless Steel Solid - Minimum Length is 18cm - Thickness: Head – 1mm, Handle – 2mm	pc	5,000	8	40,000.00
3	Lunchbox - Hard Plastic with lid - having 3 compartments with 2- inches depth - rectangular in shape - assorted color	pc	5,000	57	285,000.00

Delia P. Estrogon
 BODEGUITA ENTERPRISES AND SERVICES
 ROMAN C. DEL FIERRO
 Proprietor

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

RAMILE F. JAMEN
 Regional Director

HANILYN T. CIMAFRANCA, CPA
 Accountant III 1/8

John Peter Fontana
ROMAN C. DELFIERRO
 Proprietor
BODEGUITA ENTERPRISES AND SERVICES

RAMON E. JAMEN
 Regional Director

Heather V. Quinlan
Heather V. Quinlan, CPA
 Accountant III

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

LOT	LGU	Approved Budget of the Contract	Place of Delivery	Date of Delivery	Reference
1	-Mun of. Madamba, LDS -Mun of. Bacolod- Kalawi, LDS	Php 680,200.00	Mun. of Madamba, LDS and Mun. of Bacolod- Kalawi, LDS	May 6, 2024	Attachments A. FOOD REQUIREMENT PER DELIVERY WITH DATE SCHEDULE
GRAND TOTAL		680,200.00.00			

DELIVERY SCHEDULE

				TOTAL		680,200.00
4	- Hard Plastic with lid - holds 500ml of liquid - assorted color	pc	5,000	44		220,000.00
5	- Diameter: at least 24 in. - Size: Number 1 - Material: Aluminum (double handled)	pc	100	356		35,600.00
6	- Length: Diameter at least 14in - Height: at least 9 in - Material: Aluminum - Size: Number 1 - Design: Double-handled	pc	100	356		35,600.00
7	- Length: from tip to scooper at least 24cm - Diameter of Scooper: at least 4 inches - Material: Metal	pc	100	36		3,600.00
8	- Rectangular in Shape - White in Color - Material: Plastic - Width-height-length: 25cm x 1cm x 35cm	pc	100	129		12,900.00
9	- Chef's knife - Stainless steel blade of appropriate grade - Wood or plastic handle - Length is 8" minimum - Blade base min of 1.5mm measured at the middle of the blade (thickness)	pc	100	75		7,500.00
Drinking Tumbler						
Carajay/Frying Pan/Wok						
Kaldero/Pot/Casserole						
Serving Ladle						
Chopping Board						
Knife						

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 items at the DSWD FO X be made at the desired delivery day as prescribed by the schedule to be provided by DSWD FO X (Delivery time must be within 08:00 AM to 10:00 AM only);
- 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 2024 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 2025 in order to fully consume or expend the remaining funds.

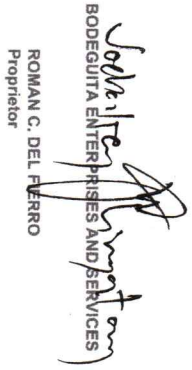
INDEPENDENT CONTRACTOR

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:


RAMEL A. JAMIEN
 Regional Director


HANIEL T. CIMAFRANCA, CPA
 Accountant III / Ig


ROMAN C. DEL FERRO
 Proprietor

BODEGUITA ENTERPRISES AND SERVICES

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 10th 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.

John Paul Jimenez
BODEGUITA ENTERPRISES AND SERVICES
ROMAN C. DELPIERRO
Proprietor

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

Ramela M. Jimen
RAMELA M. JIMEN
Regional Director

Hanilyn T. Cimafranca
HANILYN T. CIMAFRANCA, CPA
Accountant III ICP

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:
BODEGUITA ENTERPRISES AND SERVICES
(CONTRACTOR):
ROMAN C. DEL FIERRO
PROPRIETOR

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 _____, in City of Cagayan de Oro, Philippines, personally appeared the following:

Name: _____ ID _____ Date/Place of Issuance: _____

Ramel F. Jamen
Roman C. Del Fierro

DL JOM-78-071628

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.

ATTY. JONAH O. MELIN-NORTIZA
Notary Public for CDO & Mis. Or.
BGN LAW, Macabaran Ave., CDO
NC No. 2024-53 / Dec. 31, 2025
Roll No. 82194 / IN 101 / 23-636-000
IBP No. 217908 / Dec. 31, 2025 / Mis. Or.
PTR No. 5837056 / Dec 31, 2024 / CDO
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