

SERVICE AGREEMENT

25-04-035

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 -

ALLYCEL GENERAL MERCHANDISE, an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at La Trinidad Extension, Brgy. San Gabriel, Teresa, Rizal, herein represented by its Authorized Representative, **MARICEL PANTALEON SANTIAGO**, 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 AND DELIVERY OF NUTRI COMBO FOR THE IMPLEMENTATION OF 15TH CYCLE SUPPLEMENTARY FEEDING PROGRAM OF THE 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 and delivery of Nutri Combo 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. CIMA FRANCA, CPA
Accountant III

RAMEL F. JAMEN
Regional Director

ALLYCEL GENERAL MERCHANDISE

MARICEL PANTALEON SANTIAGO
Authorized Representative

- 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

1. The DSWD FO X has allotted to pay to the CONTRACTOR, the total contract price of **FIFTY-FIVE MILLION TWO HUNDRED TWENTY-TWO THOUSAND FIFTY-SIX PESOS AND 08/100 (Php 55,222,056.08)** 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.

2. 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.

3. 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.

4. The provisions on Contract Prices as specified on Rule XIX, Section 61 of the Implementing Rules and Regulations of RA 9184 shall apply.

5. The CONTRACTOR hereby undertakes to supply the following items and within the delivery schedule as provided herein, thus:

SUPPLY AND DELIVERY OF NUTRI COMBO FOR THE IMPLEMENTATION OF 15TH CYCLE SUPPLEMENTARY FEEDING PROGRAM

ITEM	UNIT	SPECIFICATIONS	QUANTITY	UNIT COST	TOTAL COST
1	pack	<p>NUTRI COMBO</p> <p>High Protein Cookie (60 grams) + Nutri-juice (200ml)</p> <p>**at least 1/3 RENI daily requirement of 2-5 year old child</p> <p>Target # of beneficiary : 153,514 number of child</p> <p>Number of feeding days: 17 days</p> <p>PACKAGING:</p> <p>COOKIE: Laminated Polyethylene Foil</p> <p>Nutrition facts must be indicated clearly</p>	2,609,738	21.16	55,222,056.08

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X

HANILYN CIMAFRANCA, CPA
Accountant III

RANIEL F. JAMEN
Regional Director

ALLYCEL GENERAL MERCHANDISE

MARICEL PANTA SANTIAGO
Authorized Representative

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA
Accountant III *433*RAMEL F. JAMEN
Regional Director *[Signature]*

	<p>DSWD and SFP Logo must be indicated</p> <p>NOT FOR SALE Logo must be indicated</p> <p>JUICE In Pouch</p> <p>Nutrition facts must be indicated clearly DSWD and SFP Logo must be indicated NOT FOR SALE Logo must be indicated</p> <p>SHELF LIFE: at least 8 months to 1 year</p> <p>Must be safe for consumption by children aged 2 to 5 years old</p> <p>Manufacturing and Expiration Dates must be indicated</p> <p>Must have FDA Registration Certificate</p> <p>Must be HALAL Certified</p> <p>Must be DOST-FNRI Certified Adopter</p> <p>Tradership and Distributorship is NOT ALLOWED</p> <p>The Service Provider must have sufficient fleet of vehicles to be used for the delivery</p>		
TOTAL AMOUNT			55,222,056.08

6. 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 food 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 (See attached delivery schedule). Delivery time must be within 08:00 AM – 10:00 AM only;
- b. Items must be delivered on the same delivery schedule as the Supplementary Feeding Program hot meal.
- c. Items shall be placed in a box and must be segregated per Child Development Center according to its appropriate quantity per delivery based on the distribution sheet provided by the end user. The said boxes must be labelled with the name of the Child Development Center.
- d. Provide 2-3 Male staff including Point Person/Quality Controller to manage the assembly of food supplies/goods in the drop off areas.
- e. 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;
- f. Provide buffer items which consist of 20% of each item as immediate replacement in the event of existence of damaged and/or deteriorated food items during inspection;
- g. Free delivery to site.

ALLYCEL GENERAL MERCHANDISE

MARICEL PANTALEON SANTIAGO
Authorized Representative *[Signature]*

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA
Accountant III

RAMEL F. JAMEN
Regional Director

- h. Contractor shall indicate/specify the manufacturing/production date, best before/expiry date & nutrition information.
- i. Indicate "Produced for DSWD Supplementary Feeding Program - NOT FOR SALE" in the packaging.
- j. 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;
- k. Contractor should replace found damaged and other unacceptable appearances identified by the quality control within three (3) months upon completion of delivery. Defective items shall be replaced within thirty (30) working days after receipt.
- l. 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;
- m. In instances of any unlawful and non-compliant acts or events, the CONTRACTOR shall be enforced with corresponding penalties of 10% of the total bid contract price;
- n. In case of suspensions and delays on the delivery of goods and supplies, the CONTRACTOR shall give a prior notice in writing and should be duly approved by the Head of the Procuring Entity (HOPE) to prevent the hampering of the project implementation. Notice should be done at least 1 week prior the delivery schedules and must be based on valid reasons like force majeure and/or fortuitous events.

PAYMENT

- 7. The CONTRACTOR hereby undertakes to submit the corresponding collection billings monthly for services rendered as basis for payment.
- 8. The total amount to be paid shall be net of taxes due.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. Upon receipt of each payment through Auto- Debit Arrangement (ADA), the CONTRACTOR shall issue an Official Receipt (OR) to DSWD FO X as proof of payment.

EFFECTIVITY & TERM OF CONTRACT

- 13. The term of this Agreement shall commence upon the signing thereof and shall end on 31 December 2025 or until the total contract price be fully consumed or expended by DSWD FO X, whichever comes first.
- 14. 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 2026 in order to fully consume or expend the remaining funds.

INDEPENDENT CONTRACTOR

ALLYCEL GENERAL MERCHANDISE

MARICEL PANTALEON SANTIAGO
Authorized Representative

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA
Accountant III (N2)

15. 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.

16. 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

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

SPECIAL WARRANTIES AND UNDERTAKING FOR NON-INVOLVEMENT WITH TOBACCO INDUSTRY

18. 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.

19. 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.

20. 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

21. 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.

22. 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

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.

ALLYCEL GENERAL MERCHANDISE

MARICEL PANTAJEON SANTIAGO
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:
**ALLYCEL GENERAL MERCHANDISE
(CONTRACTOR):**


MARICEL PANTALEON SANTIAGO
AUTHORIZED REPRESENTATIVE

SIGNED IN THE PRESENCE OF:

Certification for funds availability:


HANILYN T. CIMAFRANCA, CPA
Accountant III – Head Accounting

ACKNOWLEDGEMENT

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

06 JUN 2025

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

Name:	ID	Date/Place of Issuance:
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
Ramel F. Jamen

Maricel Pantaleon Santiago

016-09-003152

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. 
Page No. 
Book No. 
Series of 2025.

ATTY. JASON CHIONG MARAVE

Notary Public

Notarial Commission Valid Until December 31, 2025

PIR No. 5595618 Date: 01/02/2025

IBP No. 218409 Date: 05/30/2022

Attorney's Roll No. 82221 Date: 05/22/2022

SUPPLEMENTARY FEEDING PROGRAM

15th Cycle Implementation DELIVERY SCHEDULE

Number of Feeding days: **120 days**
 Number of Deliveries: **8 Deliveries**
 Frequency: **Every two weeks**

**Legend	
Delivery Schedule	
Hot Meal Implementation	
Alternative Meal Implementation	

FOR THE MONTH OF **JULY 2025**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT	SUN
	1	2	3	4	5	6
7	8	9	10	11	12	13
1st delivery	1st delivery	1st delivery			1	2
14	15	16	17	18	19	20
7	8	9	10	11	12	13
5	6	7	8	9	3	4
21	22	23	24	25	26	27
14	15	16	17	18	19	20
2nd delivery	2nd delivery	2nd delivery			5	6
10	11	12	13	14		
28	29	30	31			
21	22	23	24			
15	16	17	18			

FOR THE MONTH OF **AUGUST 2025**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT	SUN
				1	2	3
				25	26	27
4	5	6	7	19	7	8
28	29	30	31	8	9	10
20	21	22	23	32	33	34
3rd delivery	3rd delivery	3rd delivery		24		
11	12	13	14		9	10
36	36	37	38	15	16	17
25	26	27	28	39	40	41
18	19	20	21 HOLIDAY	29	11	12
42	43	44	45	22	23	24
4th delivery	4th delivery	4th delivery		46	47	48
30	31	32	33		13	14
25 HOLIDAY	26	27	28	34		
49	50	51	52	29	30	31
35	36	37	38	53	54	55
				39	15	16

Number of Feeding days: **120 days**
 Number of Deliveries: **8 Deliveries**
 Frequency: **Every two weeks**

**Legend	
Delivery Schedule	
Hot Meal Implementation	
Alternative Meal Implementation	

FOR THE MONTH OF **SEPTEMBER 2025**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT	SUN
1 5th delivery	2 5th delivery	3 5th delivery	4	5	6 17	7 18
40	41	42	43	44		
56	57	58	59	60	61	62
8	9	10	11	12	13 19	14 20
45	46	47	48	49		
63	64	65	66	67	68	69
15 6th delivery	16 6th delivery	17 6th delivery	18	19	20 21	21 22
50	51	52	53	54		
70	71	72	73	74	75	76
22	23	24	25	26	27 23	28 24
55	56	57	58	59		
77	78	79	80	81	82	83
29 7th delivery	30 7th delivery					
60	61					
84	85					

FOR THE MONTH OF **OCTOBER 2025**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT	SUN
		1 7th delivery	2	3	4 25	5 26
		62	63	64		
		86	87	88	89	90
6	7	8	9	10	11 27	12 28
65	66	67	68	69		
91	92	93	94	95	96	97
13	14	15	16	17	18	19
70						
98						
20	21	22	23	24	25	26
27	28	29	30	31		

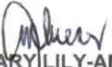
Number of Feeding days: 120 days
 Number of Deliveries: 8 Deliveries
 Frequency: Every two weeks

**Legend	
Delivery Schedule	
Hot Meal Implementation	
Alternative Meal Implementation	


FOR THE MONTH OF **NOVEMBER 2025**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT	SUN
					1	
3 8th delivery	4 8th delivery	5 8th delivery	6	7	8 29	9 30
	99	100	101	102	103	104
	71	72	73	74		
10	11	12	13	14	15	16
75	76	77	78	79	31	32
105	106	107	108	109	110	111
17	18	19	20	21	22	23
80	81	82	83	84	33	34
112	113	114	115	116	117	118
24	25	26	27	28	29	30
85	86					
119	120					

Prepared by:


MARY LILY-ANNE P. ESCORO
 ND-II, SFP

Approved by:


JUVY ANNE P. TAGACANAO
 ND-III/ DIC-SFP Focal Person