

SERVICE AGREEMENT

25-01-016

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 -

CENTRO SUPERSALES INC., an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at South Poblacion 8714, Maramag Bukidnon, herein represented by its Proprietor, **MAELENE M. TING** 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 FOOD ITEMS FOR THE IMPLEMENTATION OF THE 15TH CYCLE SUPPLEMENTARY FEEDING PROGRAM (EPA)- LOTS 10,14,15 AND 16 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 of food items for the implementation of the 15th Cycle Supplementary Feeding Program enumerated herein as well as deliver the said items to the area specified by DSWD FO X.
3. The CONTRACTOR shall deliver the food items to the designated locations as instructed by DSWD FO X within the agreed time frame.
4. 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.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA
Accountant III

RAMEL F. JAMEN
Regional Director

CENTRO SUPERSALES INC.

MAELENE M. TING
Authorized Representative

5. 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:

- 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

The DSWD FO X has allotted to pay to the CONTRACTOR, the total contract price of **FIFTY-ONE MILLION EIGHT HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED THIRTY-ONE AND 72/100 (Php 51,892,531.72) 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.

DELIVERY AND PERFORMANCE

9. The CONTRACTOR hereby undertakes to supply the following supplies, thus:

LOT 10 – MANOLO FORTICH, SUMILAO AND IMPASUG-ONG

ITEM NO.	PARTICULAR	QTY	UNIT	UNIT COST	TOTAL AMOUNT
1	Rice Maximum 10% Broken, Well Milled, Class A	24,440.60	kg	60.00	1,466,436.00
2	Beef lean	4,382.40	kg	530.00	2,322,672.00
3	Stringbeans	616	kg	49.00	30,184.00
4	Toyo (200ml)	1,436.00	pouch/pack	13.50	19,386.00
5	Vinegar (200ml)	1,436.00	pouch/pack	9.75	14,001.00
6	Chicken, whole dressed (1.25-1.5kg per pack, individually packed)	13,144.00	kg	250.00	3,286,000.00

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CENTRO SUPERSALES INC.
MAELEN TING
Authorized Representative

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA
Accountant IIIRAMEL F. JAMEN
Regional Director

CENTRO SUPERBALES INC.

MAHELEN F. JAMEN
Administrative

7	Spaghetti noodle (400ml)	1,436.00	pack	49.00	70,364.00
8	Spaghetti Sauce (250ml)	1,436.00	pack	40.00	57,440.00
9	Meaty spaghetti Sauce (380 grams)	1,436.00	can	70.00	100,520.00
10	Cheese (160-190 grams per box)	1,436.00	box	67.00	96,212.00
11	Egg, Large (56-64grams)	20,536.00	pc	12.00	246,432.00
12	Carrot, Medium sized, (not less than 5 inches long)	1,643.20	kg	79.00	129,812.80
13	Potato, Medium sized, (between 3-4 inches)	1,232.40	kg	79.00	97,359.60
14	Onion bulb, Medium sized, (2-3 inches in diameter)	1,643.20	kg	135.00	221,832.00
15	Garlic, Medium sized, (1.25 to 1.75 inches in diameter)	1,643.20	kg	183.00	300,705.60
16	Palm oil (250 ml)	3,900.00	pouch/bottle	39.00	152,100.00
17	Pineapple Tidbits (200 grams)	1,436.00	pouch/pack	33.00	47,388.00
18	Cabbage, Medium sized, (between 7-10cm radius)	821.2	Kg	67.00	55,020.40
19	Tuna flakes in oil (155grams)	8,216.00	can	37.00	303,992.00
20	Oyster sauce (90 grams)	1,436.00	pouch	26.00	37,336.00
21	Fish (anduhaw, kutob, yellow fin)	2,053.60	kg	275.00	564,740.00
22	Sotanghon Premium (250 grams)	1,436.00	pack	91.00	130,676.00
23	Afritada mix (200 grams)	1,436.00	pouch	37.00	53,132.00
24	Pancake (400 grams)	3,080.00	box	70.00	215,600.00
25	Monggo	410.8	kg	88.00	36,150.40

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:


HANILYN T. CIMAFRANCA, CPA
Accountant III


RAMEL F. JAMEN
Regional Director

26	Dilis	410.8	kg	590.00	242,372.00
27	Squash (not less than 1kg per piece)	410.8	kg	40.00	16,432.00
28	Sayote, Medium sized, (not less than 6-7 inches in length)	410.8	kg	30.00	12,324.00
29	Condensed milk (380-390 grams)	1,436.00	can	57.00	81,852.00
30	Tablea powder/round (70-100 grams)	3,904.00	pack	152.00	593,408.00
31	Baguiobean (not less than 4-5 inches in length, green in color)	410.8	kg	79.00	32,453.20
TOTAL					11,034,333.00

LOT 14 – DON CARLOS, DAMULOG, DANGCAGAN AND KIBAWÉ

ITEM NO.	PARTICULAR	QTY	UNIT	UNIT COST	TOTAL AMOUNT
1	Rice Maximum 10% Broken, Well Milled, Class A	27,960.40	kg	60.00	1,677,624.00
2	Beef lean	5,018.26	kg	530.00	2,659,677.80
3	Stringbeans	705.4	kg	49.00	34,564.60
4	Toyo (200ml)	1,648.00	pouch/pack	13.50	22,248.00
5	Vinegar (200ml)	1,648.00	pouch/pack	9.75	16,068.00
6	Chicken, whole dressed (1.25-1.5kg per pack, individually packed)	15,049.60	kg	250.00	3,762,400.00
7	Spaghetti noodle (400ml)	1,648.00	pack	49.00	80,752.00
8	Spaghetti Sauce (250ml)	1,648.00	pack	40.00	65,920.00
9	Meaty spaghetti Sauce (380 grams)	1,648.00	can	70.00	115,360.00
10	Cheese (160-190 grams per box)	1,648.00	box	67.00	110,416.00
11	Egg, Large (56-64grams)	23,516.00	pc	12.00	282,192.00

CENTRO SUPERSALES INC.


MAELINE W. TING
Account Representative

12	Carrot, Medium sized, (not less than 5 inches long)	1,881.60	kg	79.00	148,646.40
13	Potato, Medium sized, (between 3-4 inches)	1,411.20	kg	79.00	111,484.80
14	Onion bulb, Medium sized, (2-3 inches in diameter)	1,881.60	kg	135.00	254,016.00
15	Garlic, Medium sized, (1.25 to 1.75 inches in diameter)	1,881.60	kg	183.00	344,332.80
16	Palm oil (250 ml)	4,476.00	pouch/bottle	33.50	149,946.00
17	Pineapple Tidbits (200 grams)	1,648.00	pouch/pack	33.00	54,384.00
18	Cabbage, Medium sized, (between 7-10cm radius)	940.8	Kg	67.00	63,033.60
19	Tuna flakes in oil (155grams)	9,412.00	can	37.00	348,244.00
20	Oyster sauce (90 grams)	1,648.00	pouch	26.00	42,848.00
21	Fish (anduhaw, kutob, yellow fin)	2,351.60	kg	275.00	646,690.00
22	Sotanghon Premium (250 grams)	1,648.00	pack	91.00	149,968.00
23	Afritada mix (200 grams)	1,648.00	pouch	37.00	60,976.00
24	Pancake (400 grams)	3,528.00	box	70.00	246,960.00
25	Monggo	470.4	kg	88.00	41,395.20
26	Dilis	470.4	kg	590.00	277,536.00
27	Squash (not less than 1kg per piece)	470.4	kg	40.00	18,816.00
28	Sayote, Medium sized, (not less than 6-7 inches in length)	470.4	kg	30.00	14,112.00
29	Condensed milk (380-390 grams)	1,648.00	can	57.00	93,936.00
30	Tablea powder/round (70-100 grams)	4,464.00	pack	152.00	678,528.00
31	Baguiobbeans (not less than 4-5 inches in length, green in color)	470.4	kg	79.00	37,161.60
TOTAL					12,610,236.80

FIELD OFFICE X:

YN T. CIMA FRANCA, CPA
Accountant III

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA
Accountant III

CENTRO SUPERSALES INC.

MAELENIA M. GARCIA
Representative

LOT 15 – SAN FERNANDO, QUEZON AND KITAOTAO

ITEM NO.	PARTICULAR	QTY	UNIT	UNIT COST	TOTAL AMOUNT
1	Rice Maximum 10% Broken, Well Milled, Class A	37,968.80	kg	60.00	2,278,128.00
2	Beef lean	6,811.60	kg	530.00	3,610,148.00
3	Stringbeans	957.6	kg	49.00	46,922.40
4	Toyo (200ml)	2,236.00	pouch/pack	13.50	30,186.00
5	Vinegar (200ml)	2,236.00	pouch/pack	9.75	21,801.00
6	Chicken, whole dressed (1.25-1.5kg per pack, individually packed)	20,428.80	kg	250.00	5,107,200.00
7	Spaghetti noodle (400ml)	2,236.00	pack	49.00	109,564.00
8	Spaghetti Sauce (250ml)	2,236.00	pack	40.00	89,440.00
9	Meaty spaghetti Sauce (380 grams)	2,236.00	can	70.00	156,520.00
10	Cheese (160-190 grams per box)	2,236.00	box	67.00	149,812.00
11	Egg, Large (56-64grams)	31,920.00	pc	12.00	383,040.00
12	Carrot, Medium sized, (not less than 5 inches long)	2,553.60	kg	79.00	201,734.40
13	Potato, Medium sized, (between 3-4 inches)	1,915.20	kg	79.00	151,300.80
14	Onion bulb, Medium sized, (2-3 inches in diameter)	2,553.60	kg	135.00	344,736.00
15	Garlic, Medium sized, (1.25 to 1.75 inches in diameter)	2,553.60	kg	183.00	467,308.80
16	Palm oil (250 ml)	6,068.00	pouch/bottle	33.50	203,278.00
17	Pineapple Tidbits (200 grams)	2,236.00	pouch/pack	33.00	73,788.00
18	Cabbage, Medium sized, (between 7-10cm radius)	1,276.80	Kg	67.00	85,545.60
19	Tuna flakes in oil (155grams)	12,768.00	can	37.00	472,416.00

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:
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Accountant III
RAMEL F. JAMEN
Regional Director

20	Oyster sauce (90 grams)	2,236.00	pouch	26.00	58,136.00
21	Fish (anduhaw, kutob, yellow fin)	3,192.00	kg	275.00	877,800.00
22	Sotanghon Premium (250 grams)	2,236.00	pack	91.00	203,476.00
23	Afritada mix (200 grams)	2,236.00	pouch	37.00	82,732.00
24	Pancake (400 grams)	4,788.00	box	70.00	335,160.00
25	Monggo	638.4	kg	88.00	56,179.20
26	Dilis	638.4	kg	590.00	376,656.00
27	Squash (not less than 1kg per piece)	638.4	kg	40.00	25,536.00
28	Sayote, Medium sized, (not less than 6-7 inches in length)	638.4	kg	30.00	19,152.00
29	Condensed milk (380-390 grams)	2,236.00	can	57.00	127,452.00
30	Tablea powder/round (70-100 grams)	6,064.00	pack	152.00	921,728.00
31	Baguiobean (not less than 4-5 inches in length, green in color)	638.4	kg	79.00	50,433.60
TOTAL					17,117,309.80

LOT 16 KADINGILAN, KALILANGAN AND PANGANTUCAN

CENTRO SUPERSALES INC.
MARLENE M. JAMES
Administrative

ITEM NO.	PARTICULAR	QTY	UNIT	UNIT COST	TOTAL AMOUNT
1	Rice Maximum 10% Broken, Well Milled, Class A	24,700.40	kg	60.00	1,482,024.00
2	Beef lean	4,429.20	kg	530.00	2,347,476.00
3	Stringbeans	622.68	kg	49.00	30,511.32
4	Toyo (200ml)	1,452.00	pouch/pack	13.50	19,602.00
5	Vinegar (200ml)	1,452.00	pouch/pack	9.75	14,157.00
6	Chicken, whole dressed (1.25-1.5kg per pack, individually packed)	13,284.00	kg	250.00	3,321,000.00
7	Spaghetti noodle (400ml)	1,452.00	pack	49.00	71,148.00

8	Spaghetti Sauce (250ml)	1,452.00	pack	40.00	58,080.00
9	Meaty spaghetti Sauce (380 grams)	1,452.00	can	70.00	101,640.00
10	Cheese (160-190 grams per box)	1,452.00	box	67.00	97,284.00
11	Egg, Large (56-64grams)	20,756.00	pc	12.00	249,072.00
12	Carrot, Medium sized, (not less than 5 inches long)	1,660.80	kg	79.00	131,203.20
13	Potato, Medium sized, (between 3-4 inches)	1,245.60	kg	79.00	98,402.40
14	Onion bulb, Medium sized, (2-3 inches in diameter)	1,660.80	kg	135.00	224,208.00
15	Garlic, Medium sized, (1.25 to 1.75 inches in diameter)	1,660.80	kg	183.00	303,926.40
16	Palm oil (250 ml)	3,940.00	pouch/bottle	33.50	131,990.00
17	Pineapple Tidbits (200 grams)	1,452.00	pouch/pack	33.00	47,916.00
18	Cabbage, Medium sized, (between 7-10cm radius)	830.2	Kg	67.00	55,623.40
19	Tuna flakes in oil (155grams)	8,304.00	can	37.00	307,248.00
20	Oyster sauce (90 grams)	1,452.00	pouch	26.00	37,752.00
21	Fish (anduhaw,kutob, yellow fin)	2,075.60	kg	275.00	570,790.00
22	Sotanghon Premium (250 grams)	1,452.00	pack	91.00	132,132.00
23	Afritada mix (200 grams)	1,452.00	pouch	37.00	53,724.00
24	Pancake (400 grams)	3,116.00	box	70.00	218,120.00
25	Monggo	415.2	kg	88.00	36,537.60
26	Dilis	415.2	kg	590.00	244,968.00
27	Squash (not less than 1kg per piece)	415.2	kg	40.00	16,608.00
28	Sayote, Medium sized, (not less than 6-7 inches in length)	415.2	kg	30.00	12,456.00
29	Condensed milk (380-390 grams)	1,452.00	can	57.00	82,764.00
30	Tablea powder/round (70-	3,944.00	pack	152.00	599,488.00

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA
Accountant III

RAMEL F. JAMEN
Regional Director

CENTRO SUPERSALES INC.

MAELENE M. JING
Authorized Representative

	100 grams)				
31	Baguio beans (not less than 4-5 inches in length, green in color)	415.2	kg	79.00	32,800.80
TOTAL				11,130,652.12	

10. The CONTRACTOR further undertakes that the food items supplied are of the highest quality and 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 stipulated in the attached Schedule of Requirements. Delivery time must be within 08:00 AM – 10:00 AM only;
- b) Provide 3-5 staff including Point Person/Quality Controller to manage the assembly of food supplies/goods in the drop off areas.
- c) 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;
- d) Frozen Goods shall have a good amount of insulation to maintain the cold temperature. These goods are to be procured locally and Freezer Van that maintains -25°C to -20°C temperature with complete permit and certification specifically for Animal Quarantine Checkpoint.
- e) 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;
- f) 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;
- g) 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;
- h) 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;
- i) 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 and may be subject to penalties as stipulated in Section 26 of this Agreement. 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.

A. DELIVERY OF PERISHABLE GOODS

(To ensure proper storage and handling of chicken and fish meat follow these guidelines)

Note: Frozen Goods shall have a good amount of insulation to maintain cold temperature. These goods are to be **PROCURED LOCALLY** and delivered by **FREEZER VAN that MAINTAINS -25 TO -20 DEGREE CELSIUS TEMPERATURE** with complete permit and certification especially for Animal Quarantine Checkpoint.

- 1. Chicken meat should be packed individually in plastic cellophane and stored in Styrofoam boxes with sufficient ice to maintain cold storage conditions at the drop-off site. The Styrofoam boxes must be labeled with the name of the Child Development Center.
- 2. Fish meat & beef Meat should be packed per kilogram in cellophane and labeled with the name of the Child Development Center, based on the distribution sheet provided by the end user. Store the fish and beef in separate Styrofoam boxes with sufficient ice to maintain cold storage

conditions at the drop-off site. The Styrofoam boxes must be labeled with the corresponding number of the Child Development Center included in each box.

3. Vegetables and spices should be packed per kilogram in cellophane and labeled with the name of the Child Development Center, based on the distribution sheet provided by the end user. Crates will be used as containers for the vegetables and spices, with corresponding labels displaying the CHILD DEVELOPMENT CENTER name.

B. PROVIDE BUFFER 20% OF EACH ITEM.

C. PACKAGING AND WAREHOUSE:

1. The warehouse shall be strategically located to LGUs covered.
2. All items shall be packed in the service provider's warehouse with the corresponding quantities specified in the distribution sheet for each Child Development Center.
3. Suppliers shall provide CLEAN TRAPAL/TARPAULIN to be used as a base for assembled items per CHILD DEVELOPMENT CENTER.
4. Suppliers shall provide STACKABLE MULTI-PURPOSE CRATES (59.5cm length, 39.5cm width, and 31cm height) that shall be used to contain dry goods and vegetable items.
5. Eggs shall be placed in an egg tray, clean from feces of chicken.

D. STORAGE AFTER DELIVERY:

The service provider shall provide a chest freezer that has a storage of not less than 200L to be used in the target area for 120 days. Shall be delivered a week before the start of the delivery date.

- E. 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;
- F. 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;
- G. 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;
- H. 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

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.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. OMAFRANCA, CPA
Accountant III

RAMEL F. JAMEN
Regional Director

CENTRO SUPERSALES INC.

ANABELLE M. MONTANO
Representative

16. Upon receipt of each payment through Auto – Debit Arrangement (ADA), the CONTRACTOR shall issue an Official Receipt to DSWD FO X as proof of payment.

EFFECTIVITY & TERM OF CONTRACT

17. 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.

18. 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

19. 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.

20. 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

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

SPECIAL WARRANTIES AND UNDERTAKING FOR NON-INVOLVEMENT WITH TOBACCO INDUSTRY

22. 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.

23. 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.

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

LIQUIDATED DAMAGES

25. The CONTRACTOR shall pay 1% of the cost of unperformed portion for everyday of delay. Impose termination of contract upon 10% accumulation of 1% cost of unperformed portion for everyday of delay.

TERMINATION AND VENUE OF ACTION

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:
HANILYN T. CIMA FRANCA, CPA
Accountant III
RAMEL F. JAMEN
Regional Director

CENTRO SUPERSALES INC.
MANUEL FRANCISCO
Managing Representative

26. 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.

27. 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

28. 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. CIMFRANCA, CPA
Accountant III
RAMEL F. JAMEN
Regional Director

CENTRO SUPERSALES INC.
MARLENE M. JUNG
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:
CENTRO SUPERSALES INC.
(CONTRACTOR):



MAELENE M. TING
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.

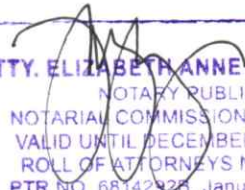
BEFORE ME, a Notary Public, this 18 MAR 2025, in City of Cagayan de Oro, Philippines, personally appeared the following:

Name:	ID	Date/Place of Issuance:
Ramel F. Jamen	_____	_____
Maelene M. Ting	_____	_____

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. 477
Page No. 99
Book No. Cxxxviii
Series of 2025.



ATTY. ELIZABETH ANNE Y. AGANAP
NOTARY PUBLIC
NOTARIAL COMMISSION NO. 44-25
VALID UNTIL DECEMBER 31, 2026
ROLL OF ATTORNEYS NO. 65197
PTR NO. 68142928, January 6, 2025
IBP NO. 498639, January 6, 2025
MCLE COMPLIANCE NO. VII-0025722