

## SERVICE AGREEMENT

25-05-45 (PR#2025-02-60-CB)

### 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 -

**D' BEAM GENERAL MERCHANDISE CORPORATION**, an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at Warlito Pulmones St., Santiago District, Pagadian City herein represented by its Authorized Representative, **DENNIS B. SALAZAR** 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 COMMON- USE SUPPLIES AND EQUIPMENT (CSE) FOR DSWD FO X STAFF - PACKAGE 2**.

**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 deliver of Common- Use Supplies and Equipment for the DSWD FO X Staff 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:

HAMILYN T. CIMA FRANCA, CPA  
Accountant III

RAMEL F. JAMEN  
Regional Director

D' BEAM GENERAL MERCHANDISE CORPORATION

DENNIS B. SALAZAR  
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

5. The DSWD FO X has allotted to pay to the CONTRACTOR, the total contract price of **ONE MILLION NINE HUNDRED NINETY-FIVE THOUSAND ONE HUNDRED TWENTY-FIVE PESOS ( Php 1,995,125.00)** 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.

### DELIVERY AND PERFORMANCE

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

#### SUPPLY AND DELIVERY OF COMMON-USE SUPPLIES AND EQUIPMENT (CSE) FOR DSWD FO X STAFF – PACKAGE 2

Item No.	Particulars	Quantity	Unit Price	Total Price
1	ALCOHOL, ETHYL 68%-72%, 1 GALLON	300	605.00	181,500.00
2	AIR FRESHENER, Aerosol Type, 320ml	50	115.00	5,750.00
3	TOILET TISSUE PAPER, 2ply, 12 rolls in a pack	1000	120.00	120,000.00
4	CLEANER, TOILET BOWL AND URINAL, 900ml-1000ml	100	205.00	20,500.00
5	HAND SANITIZER, LIQUID OR GEL, Alcohol-based, with ingredient to prevent drying of hands (such as Propylene Glycol), 500ml	100	150.00	15,000.00
6	DETERGENT POWDER, ALL PURPOSE, 1kg	100	120.00	12,000.00
7	CLIP, BACKFOLD, all metal, clamping: 32mm (±1mm), 12pcs/box	50	30.00	1,500.00
8	CARTOLINA, assorted colors, 20 pieces of assorted colors per pack	30	105.00	3,150.00
9	ENVELOPE, EXPANDING, KRAFT, WITH	50	1,220.00	61,000.00

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

MANILYN T. CIMAFRANCA, CPA  
Accountant III I&B

RAMEL F. JAMEN  
Regional Director

B-TEAM GENERAL MERCHANDISE CORPORATION

DENNIS B. SALAZAR  
Authorized Representative



DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

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

D'BEAM GENERAL MERCHANDISE CORPORATION

DENNIS B. SALAZAR  
Authorized Representative

	GARTER LEGAL SIZE, 100pcs/box			
10	FOLDER with tab, LEGAL, 100 pieces per pack	150	360.00	54,000.00
11	MARKER, FLOURESCENT (HIGHLIGHTER), 3 assorted colors per set	800	82.00	65,600.00
12	TAPE, MASKING, width: 48mm (±1mm), 50m	200	140.00	28,000.00
13	TAPE, MASKING, width: 24mm (±1mm), 50m	200	75.00	15,000.00
14	WRAPPING PAPER, kraft, 120cm x 90cm, 65gsm, 50 sheets/pack (MANILA PAPER)	50	150.00	7,500.00
15	PAPER CLIP, VINYL/PLASTIC COATED, JUMBO, 50mm, 100pcs/box	80	27.00	2,160.00
16	PAPER, PARCHMENT, A4, 80-85gsm, 100 sheets/box	100	400.00	40,000.00
17	MARKER, PERMANENT, bullet type, blue	1000	45.00	45,000.00
18	PUNCHER, PAPER, HEAVY DUTY, with two-hole guide	100	225.00	22,500.00
19	RECORD BOOK, 500pages, size: 214mm x 278mm min	100	85.00	8,500.00
20	RUBBER BAND No.18	80	245.00	19,600.00
21	SCISSORS, at least 6.5"	50	30.00	1,500.00
22	SIGN PEN, Extra Fine Tip, BLACK, liquid/gel ink, 0.5mm needle tip	2000	30.00	60,000.00
23	SIGN PEN, Extra Fine Tip, BLUE, liquid/gel ink, 0.5mm needle tip	2000	21.50	43,000.00
24	STAMP PAD, FELT, No. 2	50	33.00	1,650.00
25	STAMP PAD INK, purple or violet, 50ml min	50	30.00	1,500.00
26	STAPLE WIRE, STANDARD #35 (26/6)	175	28.00	4,900.00
27	STAPLER, STADARD TYPE, WITH STAPLE WIRE REMOVER, load cap: 200 staples min	100	95.00	9,500.00
28	TAPE, TRANSPARENT, width: 48mm (±1mm)	200	23.00	4,600.00
29	TAPE, PACKAGING, width: 48mm (±1mm), 50m	200	40.00	8,000.00
30	INK, EPSON, C13T664100 (T6641), Black, genuine	100	300.00	30,000.00
31	INK, EPSON, C13T664200 (T6642), Cyan, genuine	100	300.00	30,000.00
32	INK, EPSON, C13T664300 (T6643), Magenta, genuine	100	300.00	30,000.00
33	INK, EPSON, C13T664400 (T6644), Yellow, genuine	100	300.00	30,000.00
34	TONER CARTRIDGE, CE285A (HP 85A), BLACK, genuine	10	3,350.00	33,500.00
35	TONER CARTRIDGE, CE283A (HP 83A), BLACK, genuine	11	4,550.00	50,050.00
36	PAPER, MULTICOPY, A4, 80gsm	3018	194.00	585,492.00
37	PAPER, MULTICOPY, Legal/Folio/F4 (8.5" x 13"), 80gsm	1567	219.00	343,173.00
	<b>TOTAL CONTRACT PRICE</b>			<b>1,995,125.00</b>

10. The CONTRACTOR further undertakes that it shall provide services in the following manner and conditions, to wit:

- a. Ensure the delivery of the above-enumerated common- use supplies and equipment at the following delivery sites and shall be made at the desired

delivery day as prescribed by the schedule to be provided by DSWD FO X, to wit:

1. PAZ Building Sanchez Street, Brgy 8, Malaybalay City, Bukidnon
  2. Door 4, Second Floor UHRHC Building, Mandumol-Aluba-Buena Oro Rd., Macasandig, Cagayan de Oro City
  3. Provincial Engineer's Compound, Lower Lamac, Oroquieta City, Misamis Occidental
  4. Old Capitol Pandan, Mambajao, Camiguin
  5. Purok 5 TCES Poblacion, Tubod, Lanao del Norte
  6. DSWD FO X, Masterson Avenue, Upper Carmen, Cagayan de Oro City
- b. Free delivery to site;
  - 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. To replace any damaged items should it be found to be deteriorated or damaged as soon as it is discovered from discovery thereof;
  - e. Provide one (1) year warranty on all delivered supplies, covering both parts and services at no additional cost to DSWD FO X and shall include free technical support and replacements units, parts and accessories that may fail during the warranty period;
  - f. In case of suspensions or delays in the delivery of goods, the CONTRACTOR shall give a prior written notice, which must be duly approved by the Head of the Procuring Entity (HOPE) to avoid the hampering of the programs and services of DSWD FO X. The notice must be submitted at least one (1) week before the scheduled delivery date and must be based on valid reasons, such as force majeure and/or fortuitous events;
  - g. Shall not use the DSWD FO X's name in publicly releases or advertising during and after the term of this contract without written permission of DSWD FO X.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:  
  
HANILYN T. CIMAFRANCA, CPA  
Accountant III *10/6*

  
RAMEZ F. JAMEN  
Regional Director

#### PAYMENT

11. The CONTRACTOR hereby undertakes to submit the corresponding collection 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 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.
16. Upon receipt of payment through Auto – Debit Arrangement (ADA), the CONTRACTOR shall issue an Official Receipt to DSWD FO X as proof of payment.

#### PERIOD OF THE CONTRACT & EFFECTIVITY

17. This agreement shall take effect based on the effectivity date provided in the Notice to Proceed (NTP) and shall end upon its full performance, inclusive of warranty periods, and/or termination.

D'BEAM GENERAL MERCHANDISE  
  
DENNIS B. SALAZAR  
Authorized Representative



18. The term for the completion of the project shall be for THIRTY (30) calendar days from the effectivity date provided in the Notice to Proceed (NTP).

#### LIQUIDATED DAMAGES

19. 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.

#### INDEPENDENT CONTRACTOR

20. 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.

21. 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

22. The provisions of Republic Act No. 12009 and its implementing rules and regulations shall apply.

#### SPECIAL WARRANTIES AND UNDERTAKING FOR NON-INVOLVEMENT WITH TOBACCO INDUSTRY

23. 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.

24. 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.

25. 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

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

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HANILYN T. CIMA FRANCA, CPA  
Accountant III

RAMEL F. JAMEN  
Regional Director

D. BEAM GENERAL MERCHANDISE CORPORATION

DENNIS B. SALAZAR  
Authorized Representative

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 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**

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.

**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):**

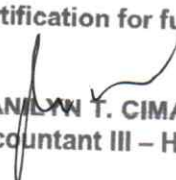
  
\_\_\_\_\_  
**RAMEL F. JAMEN**  
Regional Director

**SECOND PARTY:  
D' BEAM GENERAL MERCHANDISE CORPORATION  
(CONTRACTOR):**

  
\_\_\_\_\_  
**DENNIS B. SALAZAR**  
AUTHORIZED REPRESENTATIVE

**SIGNED IN THE PRESENCE OF:**

**Certification for funds availability:**

  
**HANLEY T. CIMAFRANCA, CPA**  
Accountant III – Head Accounting

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF PAGADIAN ) S. S.

BEFORE ME, a Notary Public, this JUL 11 2025 in  
Pagadian City, Philippines, personally appeared the following:

Name: ID Date/Place of Issuance:

Ramel F. Jamen  
Dennis B. Salazar

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. 1989  
Page No. 386  
Book No. IV  
Series of 2025.

*Christine Roses Padayha*  
**ATTY. CHRISTINE ROSES PADAYHA**  
Notarial Commission No. 302-2024  
Notary Public  
For Pagadian and of Zamboanga del Sur,  
Valid until December 31, 2025  
Ground Floor, Sunsquare Bldg., B. Aquino St.,  
Sta Lucia District, Pagadian City  
Roll No. 76927  
PTR No. 4059563 - January 6, 2025  
Issued at Pagadian City  
IBP No. 499180 - January 6, 2025