

## SERVICE AGREEMENT

25-01-003

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 -

**HEXA CM INDUSTRIAL AND TRADING CORPORATION**, an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at Lot 41, Blk 7, Agan Subd., Calina Street, Lagao, General Santos City, herein represented by its Authorized Representative, **ANNA DELIA J. CANTOJA**, 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 CENTERS FY 2025 (EPA)- LOT 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 of food items for the implementation of the Supply and Delivery of Food Items for centers 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;
- b. Request for Price Quotation;

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMAFRANCA, CPA  
Accountant III RA

RAMEL F. JAMEN  
Regional Director

HEXA CM INDUSTRIAL AND TRADING CORPORATION

ANNA DELIA J. CANTOJA  
AUTHORIZED REPRESENTATIVE

- 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 **TWO MILLION NINE THOUSAND TWO HUNDRED SIXTY NINE PESOS AND 40/100 ONLY (Php 2,009,269.40)** 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) – REGIONAL HAVEN FOR WOMEN AND BAHAY SILUNGAN

ITEM NO.	PARTICULARS	QTY	UNIT	UNIT COST	TOTAL COST
1	SARDINES IN TOMATO SAUCE, NON-SPICY, EASY OPEN CAN, 155 GRAMS	300	CAN	23	6,900.00
2	TUNA FLAKES IN OIL, NON-SPICY, EASY OPEN CAN, 155 GRAMS	300	CAN	39.5	11,850.00
3	CORNER BEEF, EASY OPEN CAN, 215 grams	300	CAN	57	17,100.00
4	CHICKEN LUNCHEON MEAT, 360 GRAMS	200	CAN	108	21,600.00
5	BEEF LUNCHEON MEAT, 360 GRAMS	200	CAN	108	21,600.00
6	BEEF LOAF, 215 GRAMS	400	CAN	33	13,200.00
7	PORK & BEANS, EASY OPEN CAN, 150 GRAMS	100	CAN	28	2,800.00
8	PORK VIENNA SAUSAGE, 127 GRAMS PER CAN	160	CAN	44	7,040.00
9	WHITE SUGAR, REFINED, 1KG PER PACK	130	PACK	78	10,140.00

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA  
Accountant III

RAHEL F. JAVEN  
Regional Director

HEXA CM INDUSTRIAL AND TRADING CORPORATION:

ANNA DELIA J. CANTOJA  
AUTHORIZED REPRESENTATIVE

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

  
 MARLYN T. CHIRAFANCA, CPA  
 Accountant III #43

  
 RAHEL F. JAMEN  
 Regional Director

HEXA CM INDUSTRIAL AND TRADING CORPORATION

  
 ANNA DELIA J. CANTOGJA  
 AUTHORIZED REPRESENTATIVE

10	BROWN SUGAR, REFINED, 1KG PER PACK	150	PACK	62	9,300.00
11	CEREAL DRINK (VANILLA), 40 GRAMS X 30 SACHET PER PACK	80	PACK	2000	160,000.00
12	CEREAL DRINK (CHOCOLATE), 40 GRAMS X 30 SACHET PER PACK	80	PACK	2000	160,000.00
13	POWDERED JUICE, LITRO PACK, 25 GRAMS (ASSORTED FLAVOR)	80	PACK	41.25	3,300.00
14	JUICE IN TETRA PACK, 180 ML (ASSORTED FLAVOR) 10 TETRA PACK IN BOX	20	BOX	116	2,320.00
15	BISCUITS WITH ASSORTED FILLINGS, 10 SINGLE PACKS X 28 GRAMS PER PACK	180	PACK	64	11,520.00
16	CRACKERS, 24 SINGLE PER PACK (25GRAMS)	100	PACK	70	7,000.00
17	INSTANT NOODLES BEEF, 6'S PER PACK	30	PACK	68	2,040.00
18	INSTANT NOODLES CHICKEN, 6'S PER PACK	30	PACK	68	2,040.00
19	SOTANGHON, 1 KILO PER PACK	30	PACK	380	11,400.00
20	BIHON, 1 KILO PER PACK	30	PACK	150	4,500.00
21	CANTON, 1 KILO PER PACK	50	PACK	246	12,300.00
22	SPAGHETTI PASTA, 900 G-1 KILO PER PACK	100	PACK	114	11,400.00
23	ELBOW MACARONI, 1 KILO PER PACK	80	PACK	132	10,560.00
24	VEGETABLE COOKING OIL, 1 Gallon per CONTAINER	25	CONTAINER	627	15,675.00
25	SOY SAUCE, 3.785 LITER PER GALLON	40	GALLON	213	8,520.00
26	VINEGAR, 3.785 LITER PER GAL	40	GALLON	162	6,480.00
27	BANANA CATSUP, 1 KG PER GAL	30	GALLON	241	7,230.00
28	MAYONAISE PLAIN, 1.8 L PER JAR	30	JAR	111	3,330.00
29	SPAGHETTI SAUCE, 1 KILO PER PACK, SWEETENED	120	PACK	106	12,720.00
30	TOMATO SAUCE, 1 KILO PER PACK	50	PACK	98	4,900.00
31	OYSTER SAUCE, 765 ML PER BOTTLE	60	BOTTLE	190	11,400.00
32	IODIZED SALT, 1 KG PER PACK, REFINED	10	PACK	44	440.00



DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

  
 HAMLYN T. CIMAFRANCA, CPA  
 Accountant III K8

  
 RAMEZ F. JANSSEN  
 Regional Director

HEXA CM INDUSTRIAL AND TRADING CORPORATION

  
 ANNA DELIA J. CANTOLUA  
 AUTHORIZED REPRESENTATIVE

33	SEASONING GRANULES, 120 GRAMS RESEALABLE	12	PACK	71.2	854.40
34	CHICKEN BREADING, 1 KILO PER PACK	40	PACK	211	8,440.00
35	BREADCRUMBS, 1 KILO PER PACK	20	PACK	200	4,000.00
36	CHICKEN BROTH CUBE, 120 GRAMS 36 PCS, PER BOX	10	BOX	249	2,490.00
37	BEEF BROTH CUBE, 120 GRAMS 36 PCS, PER BOX	10	BOX	249	2,490.00
38	FISH/chicken BROTH CUBE, 120 GRAMS 36 PCS, PER BOX	10	BOX	249	2,490.00
39	SINIGANG SAMPALOK MIX, 40 GRAMS PER PACK	10	PACK	37	370.00
40	SPAGHETTI MEAT SAUCE, 380G	30	CAN	60	1,800.00
41	EVAPORATED MILK, 370 ML-390 ML PER CAN, 48 CANS	6	CASE	2050	12,300.00
42	CONDENSED MILK, 390-400 ML PER CAN, 48 CANS	6	CASE	2870	17,220.00
43	ALL PURPOSE FLOUR, 25 KILOS PER BAG, REFINED	20	BAG	2000	40,000.00
44	CAKE FLOUR, 25 KILOS PER BAG, REFINED	10	BAG	1875	18,750.00
45	BAKING POWDER, 1 KG PER PACK	20	PACK	240	4,800.00
46	BAKING SODA, 454 GRAMS PER BOX	20	BOX	55.5	1,110.00
47	CORNSTARCH, 1 KG PER PACK	30	KILO	90	2,700.00
48	BUTTER, UNSALTED, 225 GRAMS	40	BAR	188.75	7,550.00
49	COCOA POWDER, 453G NATURAL UNSWEETENED	20	PACK	450	9,000.00
50	MARGARINE, 2 KILOS PER CONTAINER	30	CONTAINER	616	18,480.00
51	ALL PURPOSE CREAM, 250 ML	250	PACK	65	16,250.00
52	PEANUT BUTTER, 340 GRAMS PER BOTTLE/JAR	30	JAR	145	4,350.00
53	CHEESE SPREAD, 400-500 GRAMS PER BOTTLE/JAR	30	JAR	341.5	10,245.00
54	SANDWICH SPREAD, 400-500 GRAMS PER BOTTLE/JAR	30	JAR	308.75	9,262.50
55	BACON SPREAD, 400-500 GRAMS PER BOTTLE/JAR	10	JAR	330	3,300.00
56	TUNA SPREAD, 400-500 GRAMS PER BOTTLE/JAR	10	JAR	330	3,300.00

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CHAVEZ, CPA  
Accountant III RARAMEL F. JAMEN  
Regional Director

HEXA CM INDUSTRIAL AND TRADING CORPORATION

ANNA DELIA J. CANTOJA  
AUTHORIZED REPRESENTATIVE

57	CHICKEN SPREAD, 400-500 GRAMS PER BOTTLE/JAR	10	JAR	407.5	4,075.00
58	CHEESE 160-165G	80	BAR	107	8,560.00
59	RAISINS, SEEDLESS, 100 GRAMS PER PACK	10	PACK	81.25	812.50
60	NATA DE COCO IN HEAVY SYRUP, 600-700 GRAMS	50	BOTTLE	159	7,950.00
61	KAONG IN HEAVY SYRUP, 600-700 GRAMS	50	BOTTLE	228	11,400.00
62	FRUIT COCKTAIL, 3-4 KILOS PER CAN	30	CAN	283.5	8,505.00
63	YOUNG CORN, 400-500 GRAMS PER CAN	10	CAN	69	690.00
64	MUSHROOM WHOLE, 400-500 GRAMS PER CAN	10	CAN	80	800.00
65	CORN KERNEL, 400-500 GRAMS PER CAN	10	CAN	51	510.00
66	MUSHROOM WHOLE, 400 GRAMS PER CAN	10	CAN	80	800.00
67	PINEAPPLE CHUNKS, 400-500 GRAMS PER CAN	50	CAN	76	3,800.00
68	PINEAPPLE TIDBITS, 300-500 GRAMS PER CAN	50	CAN	75	3,750.00
69	PINEAPPLE SLICE, 800-900 GRAMS PER CAN	50	CAN	131.5	6,575.00
70	GREEN PEAS, 200-250 GRAMS PER CAN	40	CAN	25	1,000.00
71	BLACK BEANS, 100-150 GRAMS PER CAN	40	CAN	20	800.00
72	WHITE GLUTINOUS RICE, 1 KILO PER PACK	20	PACK	123.75	2,475.00
73	BEEF BONES, 1 KILO SEALED PACK	60	PACK	350	21,000.00
74	GROUND BEEF, 1 KILO SEALED PACK	50	PACK	400	20,000.00
75	BEEF STEAK CUT, 1 KILO PER PACK	50	PACK	595	29,750.00
76	BEEF LEAN MEAT CUT, 1 KILO PER PACK	50	PACK	500	25,000.00
77	BEEF STEAK CALDERETA CUT, 1 KILO PER PACK	100	PACK	300	30,000.00
78	BEEF RIBS CUT, 1 KILO PER PACK	60	PACK	450	27,000.00
79	CHICKEN BREAST, 1 KILO SEALED PACK	140	PACK	200	28,000.00
80	CHICKEN DRUMSTICK, 1 KILO SEALED PACK	140	PACK	200	28,000.00
81	CHICKEN THIGHS, 1 KILO SEALED PACK	140	PACK	200	28,000.00

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE XI

HANLYN T. CIMA FRANCA, CPA  
Accountant III k.gRAMEL F. JAMEN  
Regional Director

HEXA CM INDUSTRIAL AND TRADING CORPORATION

ANNA DE JAJA J. CANTOJA  
AUTHORIZED REPRESENTATIVE

82	CHICKEN WINGS, 1 KILO PER SEALED PACK	140	PACK	200	28,000.00
83	CHICKEN LIVER, 1 KILO PER SEALED PACK	80	PACK	230	18,400.00
84	CHICKEN WHOLE, 1-1.5 KILO PER SEALED PACK	20	PACK	233	4,660.00
85	PORK LEAN MEAT, 1 KILO SEALED PACK	140	PACK	400	56,000.00
86	PORK BONES, 1 KILO SEALED PACK	100	PACK	300	30,000.00
87	GROUND PORK, 1 KILO SEALED PACK	100	PACK	350	35,000.00
88	PORK BELLY, 1 KILO PER SEALED PACK	140	PACK	365	51,100.00
89	PORK ADOBO CUT, 1 KILO SEALED PACK	150	PACK	330	49,500.00
90	PORK CHOP, 1 KILO SEALED PACK	150	PACK	330	49,500.00
91	PORK LIEMPO (BONELESS), 1 KILO SEALED PACK	140	PACK	450	63,000.00
92	PORK RIBS, 1 KILO SEALED PACK	100	PACK	315	31,500.00
93	CHICKEN HOTDOG, NON-SPICY, 1 KILO SEALED PACK	60	PACK	190	11,400.00
94	PORK CHORIZO, 1 KILO SEALED PACK	60	PACK	400	24,000.00
95	SWEET HAM PORK, 1 KILO SEALED PACK	60	PACK	580	34,800.00
96	HOTDOG (BEEF) REGULAR, 1 KILO SEALED PACK	100	PACK	210	21,000.00
97	LONGGANISA PORK, 1 KILO SEALED PACK	100	PACK	400	40,000.00
98	LUMPIA, FROZEN (CHICKEN), 1 KILO SEALED PACK	120	PACK	360	43,200.00
99	PORK TOCINO, 1 KILO PER SEALED PACK	120	PACK	400	48,000.00
100	CHICKEN TOCINO, 1 KILO PER SEALED PACK	80	PACK	465	37,200.00
101	BEEF TAPA, 1 KILO PER SEALED PACK	60	PACK	500	30,000.00
102	BEEF LUMPIA, 1 KILO PER SEALED PACK	60	PACK	260	15,600.00
103	CHICKEN LUMPIA, 1 KILO PER SEALED PACK	100	PACK	260	26,000.00
104	PORK LUMPIA, 1 KILO PER SEALED PACK	140	PACK	260	36,400.00
105	SLICED CHICKEN HAM, SWEET, 1 KILO PER PACK	80	PACK	570	45,600.00



106	CHICKEN NUGGETS, 1 KILO SEALED PACK	100	PACK	550	55,000.00
107	CHICKEN LONGGANISA, 1 KILO SEALED PACK	100	PACK	330	33,000.00
<b>TOTAL</b>					<b>2,009,269.40</b>

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 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 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. Payment shall be made within 15 days from last delivery of each month subject to completeness of supporting documents

13. The total amount to be paid shall be net of taxes due.

14. 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.

15. 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.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HAMILYN T. CIMA FRANCA, CPA  
Accountant III k8

RAMIEL F. JAMEN  
Regional Director

HEXA CM INDUSTRIAL AND TRADING CORPORATION

ANNA DELIA J. CANTOJA  
AUTHORIZED REPRESENTATIVE

16. 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.

### 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 December 2025 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.

### 21. VIOLATION OF CONTRACT

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

### 23. SPECIAL WARRANTIES AND UNDERTAKING

#### 24. FOR NON-INVOLVEMENT WITH TOBACCO INDUSTRY

25. 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.
26. 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.
27. The CONTRACTOR further manifests that it is not engaged in any business dealings with any players of the Tobacco Industry.

#### a. LIQUIDATED DAMAGES

28. 29. 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.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANNAH T. CIMAFRANCA, CPA  
Accountant III F&S

RAMEL F. JAMEN  
Regional Director

HEXA CM INDUSTRIAL AND TRADING CORPORATION

ANNA DEJA CANTOJA  
AUTHORIZED REPRESENTATIVE



## 29. TERMINATION AND VENUE OF ACTION

30. 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.
31. 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.

## 32. ANTI-GRAFT AND CORRUPTION CLAUSE

33. 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:

HAMILYN T. CIMA FRANCA, CPA  
Accountant III

RAMEL R. JAMEN  
Regional Director

HEXA CM INDUSTRIAL AND TRADING CORPORATION

ANNA DELA CANTOJA  
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:  
HEXA CM INDUSTRAIL AND TRADING CORPORATION  
(CONTRACTOR):

  
\_\_\_\_\_  
ANNA DELIA J. CANTOJA  
AUTHORIZED REPRESENTATIVE

SIGNED IN THE PRESENCE OF:

Certification for funds availability:

  
\_\_\_\_\_  
HAMILYN 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 FEB 06 2025, in City of Cagayan de Oro, Philippines, personally appeared the following:

Name: ID Date/Place of Issuance:

Ramel F. Jamen  
Anna Delia J. Cantoja

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.

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Book No. 8  
Series of 2025.

  
\_\_\_\_\_  
ATTY. ED GIBSON C. BELARMINO  
Notary Public  
"I Salvador to Binuangan, Misamis Oriental including  
Cagayan de Oro City  
Until December 31, 2025"

Notarial Commission No. 2025-35  
No. 2 No. 6155925 dated 12-08-2024 Misamis Oriental  
IBP No. 450360 dated 12-02-2024 Misamis Oriental  
Roll No. 82051 May 26, 2022  
MCLE Compliance No. VIII-0001893 until 04/14/2028  
Montalvan-Velez St., Barangay 14  
Cagayan de Oro City  
Tel: 277-355-1111