

SERVICE AGREEMENT

25-05-39

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 -

MASANGKAY COMPUTER CENTER, an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at 1143G Masangkay St., Sta. Cruz, Manila herein represented by its Authorized Representative, **MABEL B. MAIGUE** 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 the **SUPPLY AND DELIVERY OF DESKTOPS FOR DSWD FO X STAFF**;

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 the Desktops for the DSWD FO X, as specified herein, to the area designated 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:
 - a. Technical Specifications;
 - b. Request for Price Quotation;

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA-FRANCA, CPA
Accountant III

RAMEL F. JAMEN
Regional Director

MASANGKAY COMPUTER CENTER

MABEL B. MAIGUE
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 **NINE HUNDRED NINETY-FIVE THOUSAND SIX HUNDRED TWENTY-FIVE PESOS ONLY (Php 995,625.00)** 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, deliver and install the following items, thus:

SUPPLY AND DELIVERT OF DESKTOPS FOR DSWD FO X STAFF,

ITEM	UNIT OF ISSUE	ITEM DESCRIPTION	QTY	UNIT COST	TOTAL COST
1	Unit	DESKTOP PC CPU Architecture Technology; 13th generation or higher Processor: >=10Cores, 18MB Cache Operating system: Windows 11 Pro 64 bit Office Productivity Software: Compatible with the operating system with proof of authenticity from the service provider Memory: >=16gb, 3200mhz Graphics: Integrated or Dedicated Video Card I/O Ports: 4USB Port. 1 Combo Jack 1 x RJ-45 LAN port 1 x HDMI port 1 Type: C Port Display: > 23.3" LED Technology with Display Port or VGA and HDMI Storage: >=512 ITB HDD WIFI Ready: Yes, Wifi Bluetooth: Yes, Bluetooth 5.0 AVR: Yes	15	66,375.00	995,625.00

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		Power Supply: Manufacturer Standard Power Supply Mouse and Keyboard: Yes, should be the same brand with the PC Warranty & SLA: 3 years warranty, 1 year on mouse, keyboard and UPS DSWD Protection on unproven products: a. Proposed brand should be ISO 9000 Certified b. Proposed brand should be energy star compliant c. Proposed brand should be not customized/ cloned just to comply with the requirements, should be available in the market that can be verified or review via official website d. Proposed brand should have a authorized, local service center			
			TOTAL AMOUNT		995,625.00

OBLIGATIONS OF THE CONTRACTOR

10. The CONTRACTOR shall deliver the Desktops to DSWD FO X within thirty to forty-five (30-45) working days from receipt of Notice to Proceed (NTP);
11. The CONTRACTOR shall ensure that the packaging used for the delivery, if any for the said delivery of desktop be durable to avoid or prevent damage and/or deterioration from point of origin up to their destination;
12. The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this contract;
13. The CONTRACTOR shall provide one (1) year warranty on parts and service of the electronic equipment at no additional cost to the DSWD FO X. The warranty shall include free technical support and replacement units, parts and accessories that may fail during the warranty period;
14. The CONTRACTOR shall repair or replace any failed component within fifteen (15) calendar days after it was reported by the DSWD FO X during the warranty period in accordance with Section 13;
15. The CONTRACTOR shall not use the DSWD FO X's name in publicity releases or advertising during and after the term of this contract without the written permission of DSWD FO X;
16. In case of suspensions and delays on the delivery of goods, 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 operation. Notice should be done at least 1 week prior the delivery schedule and must be based on valid reasons like force majeure and/or fortuitous events.

PAYMENT

17. The CONTRACTOR hereby undertakes to submit the billings and "Certificate of Completed Delivery" within a reasonable time issued by the DSWD FO X for Desktops delivered as basis for payment. This shall form part of the documentation as a proof of the

acceptability of the entire project which will be the basis of the Inspection and Acceptance Committee for the issuance of Inspection and Acceptance Report.

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

19. Payment by DSWD FO X to the CONTRACTOR shall be made upon submission by the latter of the complete and correct supporting documents evidencing the total goods delivered as billed.

20. 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.

21. 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

22. 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.

23. The term for the completion of the project shall be for THIRTY – FORTY- FIVE (30-45) calendar days from the effectivity date provided in the Notice to Proceed (NTP).

INDEPENDENT CONTRACTOR

24. 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.

25. 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

26. 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

27. 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.

28. 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.

MASANGKAY COMPUTER CENTER

MABEL B. MAIGUE
Authorized Representative

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X

HANILYN T. CIMAFRANCA, CPA
Accountant III

29. 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

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 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

32. 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:
MASANGKAY COMPUTER CENTER
(CONTRACTOR):**



MABEL B. MAIGUE
AUTHORIZED REPRESENTATIVE

SIGNED IN THE PRESENCE OF:

Certification for funds availability:



HANILYN T. CIMAFRANCA, CPA
Accountant III – Head Accounting

