

SERVICE AGREEMENT

25-01-009

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 -

PEARLMONT HOTEL, an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at Limketkai Drive Cor. Quirino St. Brgy 35, Cagayan de Oro City herein represented by its Authorized Representative, **INA MARIEL VILLASTIQUE** 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 **Full Board Accommodation for Various Trainings of 4Ps Staff (Early Procurement Activity) OF 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 deliver meals and accommodation for DSWD X Trainings enumerated herein.

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;

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANLEY T. CIMA FRANCA, CPA
Accountant III

RAMEL F. JAMEN
Regional Director

PEARLMONT HOTEL

INA MARIEL VILLASTIQUE
Authorized Representative

- 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 SIX HUNDRED NINETY FOUR THOUSAND PESOS ONLY (Php 1,694,000.00)** 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.

PERFORMANCE SCHEDULE

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

Full Board Accommodation for Various Trainings of 4Ps Staff (Early Procurement Activity)

SPECIFICATIONS	
3 MEALS, 2 SNACKS AND ACCOMMODATION	
FOOD:	
➤	Inclusive of Breakfast, Lunch, and Dinner (Rice, 3-4 Viands, Soup, Dessert/Fruits, and Drinks either soft drinks or Juice)
➤	Inclusive of AM and PM Snacks (2 Sets of Snacks with Drinks either soft drinks or juice)
➤	Free flowing Coffee/Tea/Choco Drink
➤	Free Nuts and Candies during sessions
AMENITIES:	
➤	Free Strong Wireless Internet Access
➤	Free use of LCD Projector, whiteboard, and LCD Screen
➤	Air-Conditioned Function Room
➤	Free use of the sound system and accessories
➤	Provision of enough extension cords
➤	Sufficient electric power and a sufficient number of power outlets
➤	Function hall/rooms can be rearranged for breakout rooms intended for group work activities and small group discussions.
➤	Parking area which can accommodate at least 30 vehicles
ROOMS:	
➤	3-4 pax in 1 room
➤	Air-conditioned rooms
➤	Free toiletries kit
➤	Cable TV

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. C. MAFRANCA, CPA
Accountant III

RAMIEL F. JAMEN
Regional Director

PEARL MONT HOTEL

INA MARIEL VILLASITRINE
Authorized Representative

➤ Hot and Cold shower/bathtub ➤ Free bottled water replenish daily				
ITEM NO	TITLE OF ACTIVITY	NO. OF PARTICIPANTS	NO. OF DAYS	TENTATIVE TRAINING SCHEDULE
1	Learning and Development Intervention on Gender Sensitivity for 4Ps Field Implementers	55	3	May 2025
2	Training on Facilitators: Youth Development Session (YDS) Financial Literacy and Life Skills Manual	110	3	June 2025
3	Capacity Building Intervention on Child Sexual Abuse Prevention for 4Ps Field Implementers	55	3	June 2025
4	Training on Enhanced Support Services Intervention (ESSI) Data Management	55	2	June 2025

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:


 HAMILYN T. CIMAFRANCA, CPA
 Accountant III


 RA MEL F. JAMEN
 Regional Director

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

- Ensure that the performance of the above-enumerated services at the DSWD FO X be made at the desired day as prescribed by the schedule to be provided by DSWD FO X;
- The Contractor shall provide comfortable, clean, and adequately equipped rooms (single, twin, or shared, as specified by DSWD) for the duration of the training;
- The CONTRACTOR shall ensure the provision of necessary amenities, such as clean linens, toiletries, and housekeeping services;
- The CONTRACTOR shall ensure that all health and safety protocols are adhered to;
- 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;

PEARLMONT HOTEL


 INA MARIE VILLASTORE
 Authorized Representative

PAYMENT

11. The CONTRACTOR hereby undertakes to submit the billings and "Certificate of Completed Delivery" within a reasonable time issued by the DSWD FO X for services rendered 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.

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 upon submission by the latter of the complete and correct supporting documents evidencing the total services rendered as billed quarterly.

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 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. 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.

18. For the Schedule of Delivery of the above-listed items, the supplier and the end-user shall coordinate 3 calendar days prior to the conduct of each activity listed above.

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 9184 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

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HANILYN T. CIMAFRANCA, CPA
Accountant III

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INA MARIEL VILLASTRQUE
Authorized Representative

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 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 CIMAFRANCA, CPA
Accountant III

PEARLMONT HOTEL
INA MARIEL VILLASORQUE
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

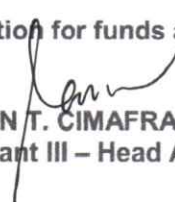
**SECOND PARTY:
PEARLMONT HOTEL
(CONTRACTOR):**



INA MARIEL VILLASTIQUE
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 FEB 10 2025, in City of Cagayan de Oro, Philippines, personally appeared the following:

Name:	ID	Date/Place of Issuance:
Ramel F. Jamen	PSWD ID No. 16-00084	Oroquieta City
Ina Mariel Villastique	PhilHealth 15-025543081-7	Cagayan de Oro City

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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Series of 2025.


WALDO G. REBOLOS

Notary Public NC-2024-29

Until Dec. 31, 2025

PTR No. 6210638 A - 01/07/2025 CDO

IBP Lifetime No. 05436

MCLE No. VIII-0010349 valid until April 14, 2028

Roll No. 26895 issued on April 30, 1977

Cagayan de Oro City