### SERVICE AGREEMENT

25-7-54 (PR # 2025-03-0227)

### 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, Lapasan, Cagayan de Oro City, herein represented by its Authorized Representative, Mr. VICENTE G. GOTIL hereinafter referred to as the "CONTRACTOR".

### WITNESSETH THAT:

WHEREAS, DSWD FO X, through the Bids and Awards Committee, initially conducted two (2) failed competitive biddings for the procurement of MEALS AND ACCOMMODATION FOR DSWD FO X TRAININGS FY 2025, both of which were failed:

WHEREAS, pursuant to Sec. 35.1 of the Implementing Rules and Regulations of Republic Act No. 12009, and upon recommendation of the BAC, the Procuring Entity resorted to Negotiated Procurement – Two Failed Biddings:

WHEREAS, the CONTRACTOR, in response to 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, 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 service and supply of Meals and accommodation for DSWD FO X Trainings FY 2025 herein awarded to CONTRACTOR.
- 2. The CONTRACTOR shall supply the Meals and accommodation for FY 2025 enumerated herein as specified by DSWD FO X.

RAMEL F. JAMEN Regional Director

HANILYN T. CIMAFRANCA, CPA Accountant III

- 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;
  - c. Instructions to Bidders;
  - d. Supplemental Bid Bulletins, if there is any;
  - 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 SIX HUNDRED EIGHTY-FIVE THOUSAND NINE HUNDRED FIFTY PESOS ONLY (Php 2,685,950.00), 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.
- 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.

## **OBLIGATIONS OF CONTRACTOR**

The CONTRACTOR hereby undertakes to supply the following eating utensils, thus:



### **SPECIFICATIONS**

### FULL BOARD AND LODGING

### (2 nights overnight accommodation, 6 meals, and 4 snacks)

- · Meals: 2-3 viands with rice, soup, dessert, and softdrinks
- · Snacks: 1 set of snack with drinks either fruit juice, iced tea or hot choco
- · Buffet-style serving
- · Free flowing coffee
- · Free use of wireless internet access
- · Free use whiteboard and LCD screen
- · Air-conditioned Function Room
- · Free use of electricity for charging of electronic devices and extension cords
- · Air-conditioned rooms, ensuite toilet and shower with free use of towels
- · Room Capacity: 4-5 pax per room
- · Provision of soap, shampoo, conditioner, toothbrush, and toothpaste for all participants
- With parking space that can accommodate 30-50 vehicles
- · Stable internet connection:
- Download: 100Mbps
- Upload: 60Mbps
- back to back session

Dack	o back session				
1	Training on Data Quality Management and Statistical Analysis Using Stata	55	3	July 16-18, 2025	P 242,000.00
2	Knowledge Sharing Session (KSS) on FDS Foundational Topics and Transformative Learning Path for Civil Society Organizational Partners	35	3	July 29-31, 2025	154,000.00
3	Skills Enhancement Training for 4Ps Technical Staff: Data Analysis and Interpretation cum Technical Writing	33	3	August 12-15, 2025	145,200.00

### SPECIFICATIONS

## FULL BOARD AND LODGING

## (3 nights overnight accommodation, 9 meals, and 6 snacks)

- Meals: 2-3 viands with rice, soup, dessert, and softdrinks
- Snacks: 1 set of snack with drinks either fruit juice, iced tea or hot choco
- · Buffet-style serving
- Free flowing coffee
- · Free use of wireless internet access
- · Free use whiteboard and LCD screen
- · Air-conditioned Function Room
- Free use of electricity for charging of electronic devices and extension cords
- · Air-conditioned rooms, ensuite toilet and shower with free use of towels
- Room Capacity: 4-5 pax per room

- Provision of soap, shampoo, conditioner, toothbrush, and toothpaste for all participants
- With parking space that can accommodate 30-50 vehicles
- · Stable internet connection:
- Download: 100Mbps
- Upload: 60Mbps
- back to back session

ITEM NO	TITLE OF ACTIVITY	NO. OF PAX	NO. OF DAYS	TENTATIVE TRAINING SCHEDULE	AMOUNT
1	Training on Gender Responsive Case Management with 4Ps Kilos Unlad Framework for New City/Municipal Links (Batch 1)	50	4	July 8-11, 2025	P 330,000.00
2	Training on Gender Responsive Case Management with 4Ps Kilos Unlad Framework for New City/Municipal Links (Batch 2)	50	4	July 15-18, 2025	330,000.00
3	Regional Rollout Training in the Year 3 Implementation of Seven-year Transformative Learning Path (Batch 1)	55	4	August 5-8, 2025	363,000.00
4	Regional Rollout Training in the Year 3 Implementation of Seven-year Transformative Learning Path (Batch 2)	55	4	August 12-15, 2025	363,000.00
5	Capability Building Intervention on Culture and Indigenous People Sensitivity cum Orientation on Child Marriage Law	55	4	September 2- 5, 2025	363,000.00

## FULL BOARD AND LODGING

## (1 night overnight accommodation, 3 meals, and 2 snacks)

- Meals: 3-4 viands with rice, soup, dessert, and softdrinks
- Snacks: 1 set of snack with drinks either fruit juice, iced tea or hot choco
- Buffet-style serving
- Free flowing coffee
- Free use of wireless internet access

- · Free use whiteboard and LCD screen
- · Air-conditioned Function Room
- · Free use of electricity for charging of electronic devices and extension cords
- · Air-conditioned rooms, ensuite toilet and shower with free use of towels
- Room Capacity: 2-4 pax per room
- Provision of soap, shampoo, conditioner, toothbrush, and toothpaste for all participants

ITEM NO	TITLE OF ACTIVITY	NO. OF PARTICI PANTS	NO. OF DAYS	TENTATIVE TRAINING SCHEDULE	AMOUNT
1	Semestral IPC Checkpoint (RPMO and Field Staff) Batch 1	53	1	August 7-8, 2025	P 116,600.00
	Semestral IPC Checkpoint (RPMO and Field Staff) Batch 2	52	1	August 8-9, 2025	114,400.00
2	Regional IP Consultation Meeting 2025	20	1	August 7, 2025	44,000.00

### MEALS AND SNACKS WITH VENUE

(1 meal and 2 snacks)

- · Meals: 3-4 viands with rice, soup, dessert, and softdrinks
- · Snacks: 1 set of snack with drinks either fruit juice, iced tea or hot choco
- · Buffet-style serving
- · Free flowing coffee
- · Free use of wireless internet access
- Free use whiteboard and LCD screen
- · Air-conditioned Function Room

ITEM NO	TITLE OF ACTIVITY	NO. OF PARTICIPANTS	NO. OF DAYS	TENTATIVE TRAINING SCHEDULE	AMOUNT
1	EPAHP Regional Convergence Team Meeting (2nd Semester)	40	1	October 28, 2025	P 42,000.00

## MEALS AND SNACKS WITH VENUE

(1 meal, and 2 snacks)

- Meals: 2-4 viands with rice, soup, dessert, and softdrinks
- Snacks: 1 set of snack with drinks either fruit juice, iced tea or hot choco
- · Buffet-style serving

- · Free flowing coffee
- · Free use of wireless internet access
- · Free use whiteboard and LCD screen
- · Air-conditioned Function Room
- Free use of electricity for charging of electronic devices and extension cords

ITEM NO	TITLE OF ACTIVITY	NO. OF PARTICIPANTS	NO. OF DAYS	TENTATIVE TRAINING SCHEDULE	AMOUNT
1	Semestral IPC Checkpoint (RPMO and Field Staff) Batch 1	15	1	August 7-8, 2025	P 15,750.00
	Semestral IPC Checkpoint (RPMO and Field Staff) Batch 2	10	1	August 8-9, 2025	10,500.00
2	Regional IP Consultation Meeting 2025	10	1	August 7, 2025	10,500.00
3	Regional and Provincial Administrative Assistants Semestral Meeting 2025	40	1	August 20, 2025	42,000.00

- 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;
  - b. The Contractor shall provide comfortable, clean, and adequately equipped rooms (single, twin, or shared, as specified by DSWD) for the duration of the training;
  - c. The CONTRACTOR shall ensure the provision of necessary amenities, such as clean linens, toiletries, and housekeeping services;
  - d. The CONTRACTOR shall ensure that all health and safety protocols are adhered to; and
  - e. e. 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.

#### PAYMENT

- 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.
  - 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 AND 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 three (3) calendar days prior to the conduct of each activity listed above.

### 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 No. 12009 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.

MILYN T. CIMAFRANCA, CPA

- 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.

### TERMINATION AND VENUE OF ACTION

- 25. 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.
- 26. 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

27. 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.

RAMEL F. JAMEN Regional Director

SECOND PARTY: PEARLMONT HOTEL (CONTRACTOR):

VICENTE G. GOTIL Proprietor

SIGNED IN THE PRESENCE OF:

Certification for funds availability:

HANILYN T. CIMAFRANCA, CPA Account ant III – Head Accounting

### **ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES	)
CITY OF CAGAYAN DE ORO	) S. S.

Name:

ID

Date/Place of Issuance:

Ramel F. Jamen

Curpay DD 16-00-34

Quezen cum

Vicente G. Gotil

Drivers Whenk - 402 - 96-019418

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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 Rublic 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

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