

## SERVICE AGREEMENT

25-05-40 (PR#2025-02-259)

### 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 -

**PHILBLANC COMPANY**, an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at GH Office Depot Building, Countryside Bypass Road, Ma-a, Tolomo District, Davao City herein represented by its Authorized Representative, **GLADYS JAN GO-TE** 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 OFFICE SUPPLIES FOR DSWD FO X STAFF LOT 1**.

**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 office supplies 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:  
HANILYN T. CIMA FRANCA, CPA  
Accountant III  
103

RAMEL F. JAMEN  
Regional Director

PHILBLANC COMPANY  
GLADYS JAN GO-TE  
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 **TWO MILLION FOUR HUNDRED FORTY THOUSAND FOUR HUNDRED EIGHTY-NINE AND 45/100 ( Php 2,440,489.45)** 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 OFFICE SUPPLIES FOR DSWD FO X STAFF LOT 1

Item No.	Particulars	Quantity	Unit Price	Total Price
1	BATTERY, DRY CELL, SIZE AA, TWO (2) PIECES PER BLISTER PACK	13	61.35	797.55
2	BATTERY, DRY CELL, SIZE AAA, TWO (2) PIECES PER BLISTER PACK	8	67.20	537.60
3	BROOM, SOFT (WALIS TAMBO), HEAVY DUTY, handle length: 56cm, bristle length: 49cm	4	79.00	316.00
4	BROOM, STICK (WALIS TINGTING)	5	42.55	212.75
5	CARTOLINA, assorted colors, 20 pieces of assorted colors per pack	5	108.20	541.00
6	CLIP, BACKFOLD, all metal, clamping: 19mm (±1mm), 12pcs/box	104	9.55	993.20
7	CLIP, BACKFOLD, all metal, clamping: 25mm (±1mm), 12pcs/box	140	14.70	2,058.00
8	CLIP, BACKFOLD, all metal, clamping: 32mm (±1mm), 12pcs/box	80	20.90	1,672.00
9	CLIP, BACKFOLD, all metal, clamping: 50mm (±1mm), 12pcs/box	110	53.80	5,918.00

PHILBLANC COMPANY  
GLADYS JAN GO-TE  
Authorized Representative

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANNA T. LIMARANCA, CPA  
Accountant III jlg

RAMEL F. JAMEN  
Regional Director

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

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

PHILCANG COMPANY

GLADYS JAN GO-TE  
Authorized Representative

10	CORRECTION TAPE, film base type, UL 6m min	954	12.25	11,686.50
11	CUTTER/UTILITY KNIFE, for general purpose, length: 100mm (±2mm), width: 16mm (±2)	50	10.31	515.50
12	DATER STAMP, SELF-INKING	51	360.75	18,398.25
13	DISINFECTANT SPRAY, AEROSOL TYPE, 400-550grams	119	337.90	40,210.10
14	FOLDER with tab, LEGAL, 100 pieces per pack	219	386.50	84,643.50
15	FOLDER, PRESSBOARD, EXPANDING, LONG, 100 pcs/box	3	1,479.00	4,437.00
16	GLUE, all-purpose, with applicator, 200g min	43	47.65	2,048.95
17	HAND SOAP, LIQUID, 500ml	149	128.85	19,198.65
18	HARD DRIVE, EXTERNAL, 1TB	10	4,444.75	44,447.50
19	INK, EPSON C13T664100 (T6641), Black, genuine	20	322.10	6,442.00
20	INK, EPSON C13T664200 (T6642), Cyan, genuine	20	334.95	6,699.00
21	INK, EPSON C13T664300 (T6643), Magenta, genuine	20	334.95	6,699.00
22	INK, EPSON C13T664400 (T6644), Yellow, genuine	20	334.95	6,699.00
23	INSECTICIDE, AEROSOL TYPE, WATER-BASED, NET CONTENT: 600ml min	69	483.15	33,337.35
24	MARKER, PERMANENT, bullet type, black	534	9.95	5,313.30
25	MARKER, PERMANENT, bullet type, blue	130	9.95	1,293.50
26	MARKER, WHITEBOARD, black, felt tip, bullet type	2	11.35	22.70
27	MONOBLOC CHAIR, WHITE, WITH BACKREST, NO ARMREST	100	407.35	40,735.00
28	NOTEBOOK, STENO, SPIRAL, 60 LEAVES, 6"x9"	345	16.95	5,847.75
29	NOTEPAD, stick-on, 2" x 3" (50mm x 76mm), 100 sheets per pad	25	12.90	322.50
30	NOTEPAD, stick-on, 3" x 3" (76mm x 76mm), 100 sheets per pad	50	16.75	837.50
31	NOTEPAD, stick-on, 3" x 4" (76mm x 100mm), 100 sheets per pad	300	24.50	7,350.00
32	PAPER CLIP, VINYL/PLASTIC COATED, 32-33mm, 100pcs/box	188	7.75	1,457.00
33	PAPER FASTENER, METAL, 50 pcs/box	62	38.65	2,396.30
34	PAPER, MULTICOPY, A4, 80gsm	577	210.95	121,718.15
35	PAPER, MULTI-PURPOSE, A4, 70gsm	5,219	153.25	799,811.75
36	PAPER, MULTI-PURPOSE, Legal/Folio/F4 (8.5" x 13"), 70gsm	4,586	175.85	806,448.10
37	PAPER, PARCHMENT, A4, 80-85gsm, 100 sheets/box	14	252.50	3,535.00
38	PUNCHER, PAPER, HEAVY DUTY, with two-hole guide	13	459.15	5,968.95
39	SCISSORS, at least 6.5"	58	46.10	2,673.80
40	SIGN PEN, Extra Fine Tip, BLACK, liquid/gel ink, 0.5mm needle tip	4,179	22.60	94,445.40
41	SIGN PEN, Extra Fine Tip, BLUE, liquid/gel ink, 0.5mm needle tip	1,292	22.60	29,199.20
42	SIGN PEN, Extra Fine Tip, RED, liquid/gel ink, 0.5mm needle tip	20	22.60	452.00
43	STAMP PAD, FELT, No. 2	363	29.35	10,654.05

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:  
 HANILYN T. CIMA FRANCA, CPA  
 Accountant III  
 RAMEL F. JAMEN  
 Regional Director

44	STAPLE WIRE REMOVER, plier-type	5	60.55	302.75
45	STAPLE WIRE, for heavy duty stapler, binder type, (23/13)	3	29.65	88.95
46	STAPLE WIRE, STANDARD, #35 (26/6)	174	30.70	5,341.80
47	STAPLER, BINDER TYPE, heavy duty	8	566.85	4,534.80
48	STAPLER, STANDARD TYPE, WITH STAPLE WIRE REMOVER, load cap: 200 staples min	221	82.45	18,221.45
49	TAPE DISPENSER, table top, for 24mm width tape	18	96.60	1,738.80
50	TAPE, MASKING, width: 48mm (±1mm), 50m	570	157.20	89,604.00
51	TAPE, PACKAGING, width: 48mm (±1mm), 50m	699	14.90	10,415.10
52	TAPE, TRANSPARENT, width: 24mm (±1mm), 50m	70	8.60	602.00
53	TAPE, TRANSPARENT, width: 48mm (±1mm), 50m	611	14.90	9,103.90
54	TOILET TISSUE PAPER, 2ply, 12 rolls in a pack	164	130.85	21,459.40
55	TONER CARTRIDGE, CF283A (HP 83A), BLACK, genuine	5	5,668.65	28,343.25
56	TONER CARTRIDGE, HP CF226A (HP26A), Black LaserJet, genuine	1	9,817.05	9,817.05
57	TRASHBAG, black, 37" x 40", XL, 10 pieces per roll or pack	44	40.20	1,768.80
58	WRAPPING PAPER, kraft, 120cm x 90cm, 65gsm, 50 sheets/pack (MANILA PAPER)	1	157.05	157.05
<b>TOTAL CONTRACT PRICE</b>				<b>2,440,489.45</b>

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

- Ensure that delivery of the above-enumerated office supplies at the DSWD FO X be made at the desired delivery day as prescribed by the schedule to be provided by DSWD FO X;
- Free delivery to site;
- 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;
- To replace any damaged items should it be found to be deteriorated or damaged as soon as it is discovered from discovery thereof;
- 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;
- 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;
- 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.

PHILBINC COMPANY  
 GLADY JAN GO- TE  
 Authorized Representative

#### PAYMENT

- The CONTRACTOR hereby undertakes to submit the corresponding collection for services rendered as basis for payment.

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

12. 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.

13. 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.

14. 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.

15. 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

16. 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.

17. 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

18. 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

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.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA  
Accountant III

RAMEL F. JAMEN  
Regional Director

PHILBLANC COMPANY

GLADYS JAN GO-TE  
Operations Manager

### 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.

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.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA  
Accountant III /cg

RAMEL F. JAMEN  
Regional Director

PHILBLANC COMPANY

GLAYSON JAN GO - TE  
Authorized Representative

FIRST PARTY:  
THE DEPARTMENT OF SOCIAL WELFARE  
AND DEVELOPMENT FIELD OFFICE X  
(DSWD FO X):

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

SECOND PARTY:  
PHILBLANC COMPANY  
(CONTRACTOR):

  
\_\_\_\_\_  
GLADYS JAN GO - TE  
AUTHORIZED REPRESENTATIVE

SIGNED IN THE PRESENCE OF:

Certification for funds availability:

  
\_\_\_\_\_  
HANILYN T. CIMAFRANCA, CPA  
Accountant III – Head Accounting job

ACKNOWLEDGEMENT

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

**JUN 13 2025**

BEFORE ME, a Notary Public, this \_\_\_\_\_, in City of Cagayan  
de Oro, Philippines, personally appeared the following:

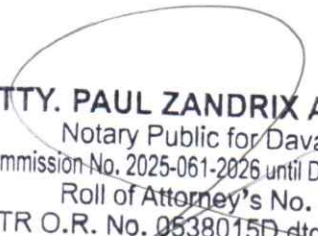
Name: ID Date/Place of Issuance:

Ramel F. Jamen  
Gladys Jan Go- Te

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. 100  
Page No. 27  
Book No. 6  
Series of 2025.

  
**ATTY. PAUL ZANDRIX A. BURGOS**  
Notary Public for Davao City  
Commission No. 2025-061-2026 until December 31, 2026  
Roll of Attorney's No. 84934  
PTR O.R. No. 0538015D dtd. 12/12/2024  
IBP S.I. No. 471612 dtd. 10/14/2024  
MCLE Compliance No. VIII-0011542 until April 14, 2028