

SERVICE AGREEMENT

25-01-019

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 -

JOHANN'S GENERAL MERCHANDISE, an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at Clarin, Misamis Occidental, herein represented by its Proprietor, **JOHANN T. DAGANDARA** 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 THE IMPLEMENTATION OF THE 15TH CYCLE SUPPLEMENTARY FEEDING PROGRAM (EPA)- LOT 9 OF THE 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 of food items for the implementation of the 15th Cycle Supplementary Feeding Program enumerated herein as well as deliver the said items to the area specified by DSWD FO X.
3. The CONTRACTOR shall deliver the food items to the designated locations as instructed by DSWD FO X within the agreed time frame.
4. 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.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMAERANCA, CPA
Accountant III I-B

RAMEL F. JAMEN
Regional Director

JOHANN'S GENERAL MERCHANDISE

JOHANN T. DAGANDARA
Proprietor

5. 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;
- 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

The DSWD FO X has allotted to pay to the CONTRACTOR, the total contract price of **FIFTEEN MILLION SIX HUNDRED THIRTY-FOUR THOUSAND EIGHTY AND 51/100 (PHP 15,634,080.51)** 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:

LOT 9- DON VICTORIANO, CLARIN, BONIFACIO, TANGUB CITY AND OZAMIZ CITY

ITEM NO.	PARTICULAR	QTY	UNIT	UNIT COST	TOTAL AMOUNT
1	Rice Maximum 10% Broken, Well Milled, Class A	37,626.80	kg	66.00	2,483,368.80
2	Beef lean	6,746.80	kg	529.50	3,572,430.60
3	Stringbeans	948.8	kg	40.00	37,952.00
4	Toyo (200ml)	2,212.00	pouch/pack	11.00	24,332.00
5	Vinegar (200ml)	2,212.00	pouch/pack	11.00	24,332.00
6	Chicken, whole dressed (1.25-1.5kg per pack, individually packed)	20,233.60	kg	240.00	4,856,064.00

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMAFRANCA, CPA
Accountant III

RAMEL F. JAMEN
Regional Director

JOHANN'S GENERAL MERCHANDISE

JOHANN J. DABANDARA
Proprietor

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:


 HANILYN T. CHIKARA, CPA
 Accountant III


 RAMEL F. JAMEN
 Regional Director

JOHANN'S GENERAL MERCHANDISE


 JOHANN J. DAGANDARA
 Proprietor

7	Spaghetti noodle (400ml)	2,212.00	pack	50.00	110,600.00
8	Spaghetti Sauce (250ml)	2,212.00	pack	30.00	66,360.00
9	Meaty spaghetti Sauce (380 grams)	2,212.00	can	60.00	132,720.00
10	Cheese (160-190 grams per box)	2,212.00	box	40.00	88,480.00
11	Egg, Large (56-64grams)	31,616.00	pc	15.00	474,240.00
12	Carrot, Medium sized, (not less than 5 inches long)	2,529.60	kg	60.00	151,776.00
13	Potato, Medium sized, (between 3-4 inches)	1,897.20	kg	100.00	189,720.00
14	Onion bulb, Medium sized, (2-3 inches in diameter)	2,529.60	kg	120.00	303,552.00
15	Garlic, Medium sized, (1.25 to 1.75 inches in diameter)	2,529.60	kg	120.00	303,552.00
16	Palm oil (250 ml)	6,004.00	pouch/bottle	40.00	240,160.00
17	Pineapple Tidbits (200 grams)	2,212.00	pouch/pack	50.00	110,600.00
18	Cabbage, Medium sized, (between 7-10cm radius)	1,264.80	Kg	50.00	63,240.00
19	Tuna flakes in oil (155grams)	12,648.00	can	30.00	379,440.00
20	Oyster sauce (90 grams)	2,212.00	pouch	20.00	44,240.00
21	Fish (anduhaw,kutob, yellow fin)	3,161.60	kg	180.00	569,088.00
22	Sotanghon Premium (250 grams)	2,212.00	pack	55.00	121,660.00
23	Afritada mix (200 grams)	2,212.00	pouch	34.00	75,208.00
24	Pancake (400 grams)	4,744.00	box	53.00	251,432.00
25	Monggo	632.4	kg	105.00	66,402.00
26	Dilis	632.4	kg	498.00	314,935.20
27	Squash (not less than 1kg per piece)	632.4	kg	39.38	24,903.91
28	Sayote, Medium sized, (not less than 6-7 inches in length)	632.4	kg	30.00	18,972.00

29	Condensed milk (380-390 grams)	2,212.00	can	50.00	110,600.00
30	Tablea powder/round (70-100 grams)	6,008.00	pack	60.00	360,480.00
31	Baguiobbeans (not less than 4-5 inches in length, green in color)	632.4	kg	100.00	63,240.00
TOTAL					15,634,080.51

10. The CONTRACTOR further undertakes that the food items supplied are of the highest quality and that it shall provide services in the following manner and conditions, to wit:

A. DELIVERY OF PERISHABLE GOODS

(To ensure proper storage and handling of chicken and fish meat follow these guidelines)

Note: Frozen Goods shall have a good amount of insulation to maintain cold temperature. These goods are to be **PROCURED LOCALLY** and delivered by **FREEZER VAN that MAINTAINS -25 TO -20 DEGREE CELSIUS TEMPERATURE** with complete permit and certification especially for Animal Quarantine Checkpoint.

1. Chicken meat should be packed individually in plastic cellophane and stored in Styrofoam boxes with sufficient ice to maintain cold storage conditions at the drop-off site. The Styrofoam boxes must be labeled with the name of the Child Development Center.
2. Fish meat & beef Meat should be packed per kilogram in cellophane and labeled with the name of the Child Development Center, based on the distribution sheet provided by the end user. Store the fish and beef in separate Styrofoam boxes with sufficient ice to maintain cold storage conditions at the drop-off site. The Styrofoam boxes must be labeled with the corresponding number of the Child Development Center included in each box.
3. Vegetables and spices should be packed per kilogram in cellophane and labeled with the name of the Child Development Center, based on the distribution sheet provided by the end user. Crates will be used as containers for the vegetables and spices, with corresponding labels displaying the CHILD DEVELOPMENT CENTER name.

B. PROVIDE BUFFER 20% OF EACH ITEM.

C. PACKAGING AND WAREHOUSE:

1. The warehouse shall be strategically located to LGUs covered.
2. All items shall be packed in the service provider's warehouse with the corresponding quantities specified in the distribution sheet for each Child Development Center.
3. Suppliers shall provide CLEAN TRAPAL/TARPAULIN to be used as a base for assembled items per CHILD DEVELOPMENT CENTER.
4. Suppliers shall provide STACKABLE MULTI-PURPOSE CRATES (59.5cm length, 39.5cm width, and 31cm height) that shall be used to contain dry goods and vegetable items.
5. Eggs shall be placed in an egg tray, clean from feces of chicken.

D. STORAGE AFTER DELIVERY:

The service provider shall provide a chest freezer that has a storage of not less than 200L to be used in the target area for 120 days. Shall be delivered a week before the start of the delivery date.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMAFRANCA, CPA
Accountant III

RAMEL F. JAMEN
Regional Director

JOHANN'S GENERAL MERCHANDISE

JOHANN T. DAZANDARA
Proprietor

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA
Accountant III IAB

RAMEL F. JAMEN
Regional Director

- E. 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;
- F. 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;
- G. 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;
- H. In case of suspensions and delays on the delivery of goods and supplies, 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 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. 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 & 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 March 2026 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

JOHANN'S GENERAL MERCHANDISE

JOHANN T. DAGANDARA
Proprietor

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 9184 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.

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.

LIQUIDATED DAMAGES

25. 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.

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 T. CIMA FRANCA, CPA
Accountant III 148

RAMEL F. JAMEN
Regional Director

JOHANN'S GENERAL MERCHANDISE

JOHANN T. DAGANDARA
Proprietor

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:
JOHANN'S GENERAL MERCHANDISE
(CONTRACTOR):**



JOHANN T. DAGANDARA
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 13 MAR 2025, in City of Cagayan de Oro, Philippines, personally appeared the following:

Name:	ID	Date/Place of Issuance:
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Ramel F. Jamen	_____	_____
Johann T. Dagandara	_____	_____

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. 106
Page No. 23
Book No. VI
Series of 2025.


ATTY. JASON CHIONG MARAVE
Notary Public

Notarial Commission Valid Until December 31, 2025
PTR No. 5595618 Date: 01/02/2025
IBP No. 218409 Date: 05/30/2022
Attorney's Roll No. 82221 Date: 05/22/2022

SUPPLEMENTARY FEEDING PROGRAM

15th Cycle Implementation

DELIVERY SCHEDULE

Number of Feeding days: 120 days

Number of Deliveries: 8 Deliveries

Frequency: Every two weeks

**Legend	
Delivery Schedule	
Hot Meal Implementation	
Alternative Meal Implementation	

FOR THE MONTH OF JULY 2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT	SUN
	1	2	3	4	5	6
7	8	9	10	11	12	13
1st delivery	1st delivery	1st delivery			5	6
					1	2
14	15	16	17	18	19	20
7	8	9	10	11	12	13
5	6	7	8	9	3	4
21	22	23	24	25	26	27
14	15	16	17	18	19	20
2nd delivery	2nd delivery	2nd delivery			5	6
10	11	12	13	14		
28	29	30	31			
21	22	23	24			
15	16	17	18			

FOR THE MONTH OF AUGUST 2025


MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT	SUN
				1	2	3
				25	26	27
				19	7	8
4	5	6	7	8	9	10
28	29	30	31	32	33	34
20	21	22	23	24		
3rd delivery	3rd delivery	3rd delivery			9	10
11	12	13	14	15	16	17
35	36	37	38	39	40	41
25	26	27	28	29	11	12
18	19	20	21 HOLIDAY	22	23	24
42	43	44	45	46	47	48
4th delivery	4th delivery	4th delivery			13	14
30	31	32	33	34		
25 HOLIDAY	26	27	28	29	30	31
49	50	51	52	53	54	55
35	36	37	38	39	15	16


Number of Feeding days: 120 days
Number of Deliveries: 8 Deliveries
Frequency: Every two weeks

**Legend	
Delivery Schedule	
Hot Meal Implementation	
Alternative Meal Implementation	

FOR THE MONTH OF NOVEMBER 2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT	SUN
					1	
3	4	5	6	7	8	9
8th delivery	8th delivery	8th delivery			29	30
	99	100	101	102	103	104
	71	72	73	74		
10	11	12	13	14	15	16
75	76	77	78	79	31	32
105	106	107	108	109	110	111
17	18	19	20	21	22	23
80	81	82	83	84	33	34
112	113	114	115	116	117	118
24	25	26	27	28	29	30
85	86					
119	120					

Prepared by:

MARY LILY-ANNE P. ESCORO
ND-II, SFP

Approved by:

JUVY ANNE P. TAGACANAO
ND-III/ OIC-SFP Focal Person

Number of Feeding days: 120 days
Number of Deliveries: 8 Deliveries
Frequency: Every two weeks

**Legend	
Delivery Schedule	
Hot Meal Implementation	
Alternative Meal Implementation	

FOR THE MONTH OF SEPTEMBER 2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT	SUN
1 5th delivery 40 56	2 5th delivery 41 57	3 5th delivery 42 58	4 43 59	5 44 60	6 17 61	7 18 62
8 45 63	9 46 64	10 47 65	11 48 66	12 49 67	13 19 68	14 20 69
15 6th delivery 50 70	16 6th delivery 51 71	17 6th delivery 52 72	18 53 73	19 54 74	20 21 75	21 22 76
22 55 77	23 56 78	24 57 79	25 58 80	26 59 81	27 23 82	28 24 83
29 7th delivery 60 84	30 7th delivery 61 85					

FOR THE MONTH OF OCTOBER 2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT	SUN
		1 7th delivery 62 86	2 63 87	3 64 88	4 25 89	5 26 90
6 65 91	7 66 92	8 67 93	9 68 94	10 69 95	11 27 96	12 28 97
13 70 98	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		