

SERVICE AGREEMENT

25-05-38

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 -

D' BEAM GENERAL MERCHANDISE, an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at Warlito Pulmones St. Santiago Dist., Pagadian City herein represented by its Authorized Representative, **DENNIS B. SALAZAR** 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 EATING UTENSILS FOR THE IMPLEMENTATION OF 15TH CYCLE SUPPLEMENTARY FEEDING PROGRAM**.

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 Eating Utensils for the Implementation of 15th Cycle Supplementary Feeding Program 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

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:
RAMEL F. JAMEN
Regional Director

D' BEAM GENERAL MERCHANDISE
DENNIS B. SALAZAR
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 **FOUR MILLION EIGHT HUNDRED FORTY-SIX THOUSAND SEVEN HUNDRED TWENTY AND 50/100 (Php 4,846,720.50)** 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 EATING UTENSILS FOR THE IMPLEMENTATION OF 15TH CYCLE SUPPLEMENTARY FEEDING PROGRAM

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	Spoon - Length: 5-6 inches - Handle Thickness: 5-8 mm - Bowl Thickness: 3 mm - Bowl width: 1.25 to 1.5 inches - Stainless steel	set	50,751	95.50	4,846,720.50
2	Fork - Length: 5-6 inches - Tine Length: 0.8 to 1 inches - Tine Spacing: 0.1 to 0.2 inches - Tine Thickness: 3mm - Handle Thickness: 5-8mm - Stainless steel				

D'BEAM GENERAL MERCHANDISE
 DENNIS B. SALAZAR
 Authorized Representative

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X
 HANILYN T. CIMA FRANCA, CPA
 Accountant III i/cg

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

 HANILYN T. CIMAFRANCA, CPA
 Accountant III *148*


 RAMEEL F. JAMEN
 Regional Director

3	Plate <ul style="list-style-type: none"> - Plastic type: Melamine - Scratch Resistant - Material: Food Graded Plastic; BPA- free, non-toxic - Dimension: <ul style="list-style-type: none"> - Diameter: 7-8.5 inches - Depth: 0.8-1.2 inches - Thickness: 4mm - Rounded Edges - 3 dividers (see photo for reference) - Shape: circle - Color: Pastel red 				
	Drinking Cup <ul style="list-style-type: none"> - Plastic (BPA free, Polypropylene) - Thickness: 2-3 mm - Height/depth: at least 3.75 inches - Lightweight but durable - Shatter resistant - Easy to grip, nonslip - Color: Pastel Red 				
TOTAL					4,846,720.50

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

- Ensure that delivery of the above-enumerated eating utensils at the DSWD FO X be made at the desired delivery day as prescribed by the schedule to be provided by DSWD FO X (See attached delivery schedule). Delivery time must be within 08:00 AM – 10:00 AM only;
- The CONTRACTOR shall deliver the eating utensils within forty-five (45) working days from receipt of the Notice to Proceed (NTP);
- Items shall be packed per item per box, according to the quantity allocated per LGU;
- 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 and within four (4) hours from discovery thereof;
- 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;
- 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 project implementation. 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.

D' BEAM GENERAL MERCHANDISE

 DENNIS B. SALAZAR
 Authorized Representative

PAYMENT

11. The CONTRACTOR hereby undertakes to submit the corresponding collection 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 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 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

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 December 2025 in order to fully consume or expend the remaining funds.

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.

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

D' BEAM GENERAL MERCHANDISE
DENNIS B. SALAZAR
Authorized Representative

VIOLATION OF CONTRACT

22. 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

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 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 T. CIMAFRANCA, CPA
Accountant III K8

RAMEL F. JAMEN
Regional Director

D. BEAM GENERAL MERCHANDISE

DENNIS B. SALAZAR
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:
D' BEAM GENERAL MERCHANDISE
(CONTRACTOR):**

DENNIS B. SALAZAR
AUTHORIZED REPRESENTATIVE

SIGNED IN THE PRESENCE OF:

Certification for funds availability:

HANILYN T. CIMA FRANCA, CPA
Accountant III – Head Accounting

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public, this JUN 23 2025, in City of Cagayan de Oro, Philippines, personally appeared the following:

Name: ID Date/Place of Issuance:

Ramel F. Jamen
Dennis B. Salazar

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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Book No. XXVIII
Series of 2025.

ATTY. MARK ANTHONY S. PADAYHAG
Notarial Commission No. 348-2K24
NOTARY PUBLIC

For Pagadian and of Zamboanga del Sur
Valid until December 31, 2025
Ground Floor, Sunsquare Bldg., B. Aquino St.,
Sta Lucia District, Pagadian City
Roll No. 48903

PTR No. 4059562 – January 6, 2025
Issued at Pagadian City
IBP LTM No. 06737 – May 30, 2007

DELIVERY SCHEDULE

Supply and Delivery of Eating Utensils for the Implementation of 15th Cycle Supplementary Feeding Program

PROVINCE	LGUs	# OF UTENSILS SET PER LGU	UNIT
BUKIDNON	Damulog	1,200	SET
	Sumilao	950	
CAMIGUIN	Sagay	525	SET
	Guinsiliban	338	
	Mahinog	486	
	Catarman	600	
MISAMIS ORIENTAL	El Salvador City	2,500	SET
	Alubijid	1,076	
	Laguindingan	900	
	Libertad	718	
	Kinoguitan	850	
	Sugbongcogon	608	
	Balingoan	500	
	Talisayan	968	
	Manticao	915	
	Binuangan	370	
	Magsaysay	2,625	
	Medina	1,200	
	Salay	1,280	
	Lagonglong	800	
MISAMIS OCCIDENTAL	Oroquieta City	1,800	SET
	Aloran	950	
	Panaon	500	
	Lopez Jaena	1,210	
	Sinacaban	590	
	Tangub City	2,200	
	Bonifacio	959	
	Tudela	1,000	
	Clarin	900	
	Sapang Dalaga	950	
	Baliangao	700	
	Concepcion	370	
	Calamba	773	
	Don Victoriano	805	

LANAO DEL NORTE	Pantar	800	SET
	Bacolod	1,493	
	Kauswagan	897	
	Matunggao	824	
	Linamon	800	
	SND	2,000	
	Maigo	554	
	Baroy	1,400	
	Magsaysay	497	
	Salvador	1,500	
	Sapad	1,500	
	Kolambugan	1,270	
	Munai	900	
	Poona Piagapo	700	
	Tagoloan	700	
	Pantao Ragat	900	
	Tangkal	900	

DELIVERY

1. One-time delivery per LGU.
2. Sites: C/MAT offices in Region X.
3. Delivery Schedule is within forty five (45) working days after NTP.

PACKAGING

1. The items shall be packed per item per box in quantity per LGU allocation.

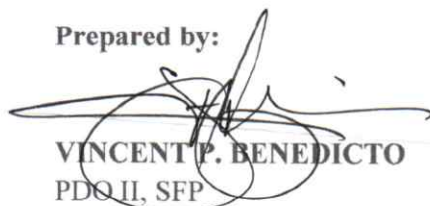
INSPECTION AND FINAL ACCEPTANCE

1. Inspection (DSWD designate C/MAT Inspector/Supply Officer), Final Acceptance (by the End-User in the presence of the designate C/MAT Acceptor) shall be done in the delivery site C/MAT Office.

PROOF OF DELIVERY

1. The Delivery Receipts, Charge/Sales Invoice, and Tally Sheets must be signed by authorized person to support claims for payment.

Prepared by:



VINCENT P. BENEDICTO
PDO II, SFP

Approved by:



JUVY ANNE P. TAGACANAO
ND III/ SFP Focal Person