

**CONTRACT AGREEMENT**  
ITB No. DSWD7-PB-2022-03

**KNOW ALL MEN BY THESE PRESENTS:**

This **CONTRACT AGREEMENT**, made this 14<sup>th</sup> day of January 2022, by and between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE VII**, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at M.J. Cuenco Avenue Corner General Maxilom Avenue, Cebu City, Philippines, duly represented herein by its **Regional Director, REBECCA P. GEAMALA, DMPA** hereinafter referred to as “**the Procuring Entity**”.

-and-

**BRIGHT STAR INDUSTRIES, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at 58-60 Plaridel St., Cebu City, duly represented herein by its **Vice - President, Ms. MYSUE L. TANTIANSU**, hereinafter referred to as “**the Supplier**”.

**WHEREAS**, upon the invitation of the Procuring Entity, the Supplier submitted a bid for the **Supply and Delivery of Food Items for Supplementary Feeding Program for CY 2022 in Cebu Province – 3<sup>rd</sup> District** with ITB No. **DSWD7-PB-2022-03** which bid was accepted by the Procuring Entity for the supply of goods and services at contract prices of:

Lot No.	Name of LGU	Contract Price in Words	Contract Price in Figures
1	Aloguinsan	One Million Eighty-Three Thousand Seven Hundred Eighty Pesos	₱ 1,083,780.00
2	Asturias	One Million Six Hundred Thirty-Two Thousand Three Hundred Sixty Pesos	₱ 1,632,360.00
3	Balamban	Three Million Eighteen Thousand Eight Hundred Sixty-Two Pesos and Fifty Centavos	₱ 3,018,862.50

Lot No.	Name of LGU	Contract Price in Words	Contract Price in Figures
4	Barili	Three Million Two Hundred Ninety-Four Thousand Eight Hundred Twenty-Five Pesos	₱ 3,294,825.00
5	Pinamungajan	Two Million Nine Hundred Thirty-One Thousand Eight Hundred Ninety-Two Pesos and Fifty Centavos	₱ 2,931,892.50
6	Toledo City	Four Million Six Hundred Ninety-Nine Thousand Fifty Pesos	₱ 4,699,050.00
7	Tuburan	Two Million Six Hundred Forty Thousand Eight Hundred Seventy-Seven and Fifty Centavos	₱ 2,640,877.50
<b>TOTAL</b>		<b>Nineteen Million Three Hundred One Thousand Six Hundred Forty-Seven Pesos and Fifty Centavos</b>	<b>₱ 19,301,647.50</b>

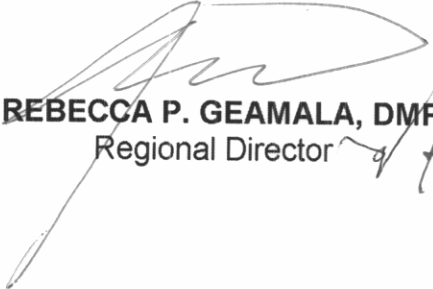
**NOW THEREFORE**, for and in consideration of the abovementioned premises, the Procuring Entity and the Supplier hereby agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
  - (a) The Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid) including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) the Procuring Entity's Notification of Award

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**SIGNED, SEALED, DELIVERED BY:**

For the Procuring Entity:

  
**REBECCA P. GEAMALA, DMPA**  
Regional Director

For the Supplier:

  
**MYSUE L. TANTIANSU**  
Vice - President

**WITNESSES:**

  
**ROSEMARIE S. SALAZAR**  
SWOV / Chief, Protective Division

  
**NORWIN JOY P. ECHIVARRIA**  
Sales Representative

Funds Available:

  
**LOUIE RAY C. VILLARIN**  
Accountant III

3. In consideration of the payments to be made by the Procuring Entity to the Supplier, the Supplier hereby covenants to provide the goods/services in conformity with the provisions of this Contract Agreement in all aspects.
4. In consideration of the provision of goods/services by the Supplier, the Procuring Entity hereby covenants to pay the Supplier the Contract Price or such other sum as may become payable under the provisions of this Contract Agreement at the time and in the manner prescribed by this Contract Agreement.
5. Should any dispute or controversy arise from this Contract, the same shall be submitted for mutual consultation, mediation and arbitration in the order of application. The venue of the proceedings shall be in Cebu City.
6. In case of suit, the venue shall be the courts of competent jurisdiction in Cebu City, to the exclusion of all other courts.

# ACKNOWLEDGMENT

Republic of the Philippines)  
Cebu City )S.S.

BEFORE ME, a Notary Public for and in CEBU CITY, Philippines,  
this 14 JAN 2022, 2022, personally appeared.

<u>Name</u>	<u>ID No.</u>	<u>Issued at / on</u>
REBECCA P. GEAMALA	DSWD# 061053	Quezon City on 12/17/2018
MYSUE L. TANTIANSU	Passport# P3918610B	DFA Manila on 11/21/2019

respectively, known to me and known to be the same persons who executed the foregoing contract consisting of four (4) pages including the page whereon the acknowledgment is written and they acknowledged before me that the same is their free and voluntary act and deed and that they are authorized to sign the same.

**WITNESS MY HAND AND NOTARIAL SEAL**, at the place and on the date first above written.

**ATTY. MICHAEL FRANCIS J. HUBAHIB**  
NOTARIAL COMMISSION NO. 89-13  
UNTIL 10/31/2022  
Notary Public  
PURSUANT TO B.M. NO. 3795  
MCLE COMPLIANCE NO. VI-0010775 JULY 23, 2018  
VALID UNTIL APRIL 22, 2022  
IBP NO. 147249-10/08/2021 (FOR 20/21 CEBU CHAPTER  
PTR NO. 3373768-10/27/2021 (FOR 2022)  
ROLL OF ATTORNEYS NO. 70538 (JUNE 05 2018  
2/F JUDGE-PSD WARREN'S COURT-CEBU  
VIMCONTU COMPOUND, PIER 1, CEBU CITY

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Series of 2022.