

CONTRACT AGREEMENT

ITB No. DSWD7-PB-2022-01

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT AGREEMENT**, made this 14th 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 – 1st District** with ITB No. **DSWD7-PB-2022-01** 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	Talisay City	Six Million Ninety-Four Thousand Seven Hundred Seventy-Two Pesos and Eighty Centavos	₱ 6,094,772.80
2	Minglanilla	Three Million Two Hundred Seventy Thousand Two Hundred Twelve Pesos and Eighty Centavos	₱ 3,270,212.80
3	San Fernando	One Million Seven Hundred Eighty-Seven Thousand Three Hundred Eighteen Pesos and Eighty Centavos	₱ 1,787,318.80

Lot No.	Name of LGU	Contract Price in Words	Contract Price in Figures
4	Carcar City	Five Million One Hundred Sixty-Eight Thousand Nine Hundred Ninety-Four Pesos and Eighty Centavos	₱ 5,168,994.80
5	Sibonga	Two Million Three Hundred Twenty-Three Thousand Nine Hundred Eighty-Five Pesos and Twenty Centavos	₱ 2,323,985.20
TOTAL		Eighteen Million Six Hundred Forty-Five Thousand Two Hundred Thirty-Four Pesos and Forty Centavos	₱ 18,645,234.40

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
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.

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 G. VILLARIN
Accountant III

