

## Contract Agreement Form

THIS AGREEMENT made this \_\_\_\_ day of June 2019 between **DSWD Field Office VII of M.J. Cuenco Ave., Cebu City, Philippines** (hereinafter called "**the Procuring Entity**") of the one part and **Bright Star Industries, Inc. of 58-60 Plaridel St., Cebu City** (hereinafter called "**the Supplier**") of the other part:

WHEREAS the Procuring Entity invited Bids for certain goods and ancillary services, viz., **Supply and Delivery of Food Items for Supplementary Feeding Program For CY 2019 in Cebu Province – District 3** with ITB No. **DSWD7-PB-2019-23** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Twelve Million Eight Hundred Thirty-Three Thousand Two Hundred Forty-One Pesos and 30/100 (₱ 12,833,241.30)** (hereinafter called "**the Contract Price**").

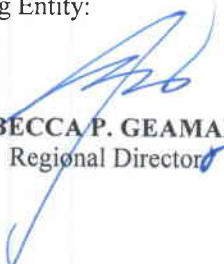
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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) and Performance Security; and
  - (g) the Entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

### SIGNED, SEALED, DELIVERED BY:

For the Procuring Entity:


  
**REBECCA P. GEAMALA**  
Regional Director

For the Supplier:

  
**MS. MYSUE L. TANTIATSU**  
Vice-President

WITNESSES:

  
**MELINDA D. CAÑARES**  
Nutritionist Dietitian III

  
**NORWIN JOY P. ECHIVARRIA**  
Sales Representative

ACKNOWLEDGMENT

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

REBECCA P. GEAMALA  
Regional Director

For the Procuring Entity:

BEFORE ME, a Notary Public for and in Cebu City, Philippines, this \_\_\_\_\_, personally appeared:

<u>Name</u>	<u>ID No.</u>	<u>Issued at / on</u>
REBECCA P. GEAMALA		
MYSUE L. TANTIANSU	UNIFIED ID# 0111-458 2670-0	CEBU CITY

MS. MYSUE L. TANTIANSU  
Vice-President

For the Supplier:

respectively, known to me and known to be the same person who executed the foregoing contract consisting of two (2) 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 RAUL L. PATUA**  
**NOTARY PUBLIC CEBU CITY**  
 Notary Public  
 PTR NO. 16001371-3-19  
 ROLL NO. 44641  
 NOTARY COMM. 0121  
 LIFE TIME NO. 07936  
 OFFC. D. JAKOSALEM ST. CEBU CITY  
 BAYANIHAN BLDG. PROV. OF CEBU

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MEHINDA D. CANARES  
Nutritionist Dietitian III

For the Procuring Entity:

NORWIN JOY P. ECHIVARRIA  
Sales Representative

Funds Available:

**LOUIE RAY C. VILLARIN**  
Accountant III