



Republic of the Philippines
Department of Education

CARAGA REGION
SCHOOLS DIVISION OFFICE OF SURIGAO CITY

CONTRACT AGREEMENT
(CONTRACT NO. FY-2024-GDS-062)

KNOW ALL MEN BY THESE PRESENTS:

This instrument was made and executed by and between

REDSEA AGRO INDUSTRIAL CORPORATION, an establishment duly organized and registered under Philippine laws, with principal office address in Zone 2 Igpit, Opol, Misamis Oriental, hereinafter called the FIRST PARTY, and represented by EDMUND S. GUSTILO as its authorized representative, a Filipino, of legal age, and a resident of the Philippines; and

DEPARTMENT OF EDUCATION – SURIGAO CITY DIVISION, a government agency duly constituted under the law and with address at M. Ortiz Street, Brgy. Washington, Surigao City, hereinafter called the SECOND PARTY, and duly represented by MARILOU B. DEDUMO, PhD, CESO VI, Filipino, of legal age, married, and a resident of Surigao City, Surigao del Norte, Philippines, in her official capacity as the Schools Division Superintendent of the Second Party;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

WHEREAS, the FIRST PARTY is a duly organized private company, which was verified and validated to be the bidder with the lowest calculated and responsive bid in the procurement for the SECOND POSTING: SUPPLY AND DELIVERY OF NUTRITIOUS FOOD PRODUCT FOR SCHOOL-BASED FEEDING PROGRAM SY 2024-2025 FOR 160 FEEDING DAYS OF DEPED, SURIGAO CITY DIVISION (LOT 3) hereinafter called THE PROJECT;

WHEREAS, the SECOND PARTY is the procuring entity and recipient of the aforementioned procurement;

WHEREAS, after having undergone and complied with all the requirements and procedures mandated under R.A. 9184 and all other pertinent laws, rules, and regulations in government procurement, the parties herein contract to proceed with THE PROJECT;

NOW, THEREFORE, for and in the total consideration of ONE MILLION NINE HUNDRED NINETY THOUSAND THREE HUNDRED TWENTY SEVEN PESOS AND SIXTY EIGHT CENTAVOS (PHP 1,990,327.68), the FIRST PARTY hereby contracts to carry out THE PROJECT in favor of the SECOND PARTY, under the following terms and conditions, to wit:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - Philippine Bidding Documents (PBDs);
 - Schedule of Requirements;
 - Technical Specifications;
 - General and Special Conditions of Contract; and
 - Supplemental or Bid Bulletins, if any
 - Winning bidder's bid, including the Eligibility requirements, Technical and Financial

EDMUND S. GUSTILO
Authorized Representative
REDSEA AGRO INDUSTRIAL CORPORATION

MARILOU B. DEDUMO, PhD, CESO VI
Schools Division Superintendent

ATTY. VIVIANIZO B. BARROS
Attorney III

MARILOU B. DEDUMO, PhD, CESO V
Schools Division Superintendent



Address: M. Ortiz St., Surigao City
Telephone: (086) 310-8325
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Website: www.depedsc.com



Doc. Ref. Code	SDO-OSDS-FXXX	Rev.	00
Effectivity	04.01.24	Page	1 of 4

CONTRACT AGREEMENT
(CONTRACT NO. FY-2024-GDS-062)

Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract; and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

- 3. In consideration for the sum of ONE MILLION NINE HUNDRED NINETY THOUSAND THREE HUNDRED TWENTY SEVEN PESOS AND SIXTY EIGHT CENTAVOS (PHP 1,990,327.68) or such other sums as may be ascertained, the FIRST PARTY agrees to perform the obligations in accordance with his/her/its Bid.
- 4. The SECOND PARTY agrees to pay progressively the above-mentioned sum upon delivery of the goods of more than 40% and upon submission of a claim with an attached partial acceptance of delivery by the agency, in accordance with the terms of the Bidding.
- 5. That the FIRST PARTY shall accomplish THE PROJECT, which obligation shall include the execution of the pertinent contracts and the signing of the procurement-related documents, the processing of all the necessary papers and documentation to warrant the delivery of the said goods/services, and the actual delivery itself of the procured goods within the stipulated period and following the Activity Design, Project Specifications, and Bill of Quantities of this procurement project;
- 6. That, for purposes of clarity, the object of procurement refers to the items listed in Purchase Order No. 2024-05-212.
- 7. That the said delivery of goods/services must be completed and received by the SECOND PARTY within one hundred sixty (160) days from the receipt of the Notice to Proceed; provided that should there be extensions needed, the same must be effected with a written request from the FIRST PARTY, written consent from the SECOND PARTY, and for the application of all pertinent consequences as provided under R.A. 9184 and all other pertinent laws, rules and regulations in government procurement;
- 8. That the stipulated consideration is inclusive of taxes allowed by law to be withheld by the SECOND PARTY;
- 9. That, notwithstanding full payment of the stipulated consideration, the FIRST PARTY shall still undertake to post the applicable warranty bond and to fulfill the warranties subject to proper handling and storage by the SECOND PARTY as provided under the law and R.A. 9184 and all other pertinent laws, rules, and regulations in government procurement, such that if within the warranty period there would arise defects on the goods procured such as manufacturing defects and other defects before the delivery of the goods, the same must be remedied by the FIRST PARTY as mandated and stipulated; otherwise, redress and proper actions shall be instituted against the FIRST PARTY. Thus, for purposes of this particular procurement, both parties agree that the SECOND PARTY has thirty days (30) days from actual receipt of the procured goods to demand redress/replacement due to hidden defects,

[Signature]
WITNESS
REDSEA-AGRO INDUSTRIAL CORPORATION

[Signature]
EDMUNDO JUSTILO
Authorized Representative
REDSEA-AGRO INDUSTRIAL CORPORATION

[Signature]
ATTY. VIVIANO B. BARRIOS
Agency III

[Signature]
MARILOU B. DEJUMBO, PhD, CESO V
Schools Division Superintendent



Address: M. Ortiz St., Surigao City
Telephone: (086) 310-8325
Email: surigao.city@deped.gov.ph
Website: www.depedschool.com



Doc. Ref. Code	SDO-OSDS-FXXX	Rev.	00
Effectivity	04.01.24	Page	2 of 4

CONTRACT AGREEMENT
(CONTRACT NO. FY-2024-GDS-062)

especially since the quality cannot be immediately ascertained unless the boxes or packings are opened, and three hundred sixty-five (365) days for the repair of factory defects after the replacement period;

10. That, in case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent of the cost of the unperformed portion of the works for every day of delay shall be imposed; and

IN WITNESS whereof the parties hereto have caused this Agreement to be executed under Contract No. FY-2024-GDS-062, this October 18, 2024, at Surigao City, Surigao del Norte, Philippines.

Signed, sealed, delivered by ATTY. VIVANIÑO B. BARRIOS, the BAC Vice-Chairperson for Department of Education, Division of Surigao City.

Signed, sealed, delivered by EDMUND S. GUSTILO the Authorized Representative for REDSEA AGRO INDUSTRIAL CORPORATION.

Binding Signature of PROCURING ENTITY

MARILOU B. DEDUMO, PhD, CESO V

Schools Division Superintendent
for:

Department of Education

Schools Division Office of Surigao City

CTC No. _____

Issued on _____

Issued at _____

Binding Signature of CONTRACTOR

EDMUND S. GUSTILO

Authorized Representative
for:

REDSEA AGRO INDUSTRIAL
CORPORATION

Zone 2 Igpit, Opol, Misamis Oriental

CTC No. _____

Issued on _____

Issued at _____

Signed in the presence of

ATTY. VIVANIÑO B. BARRIOS

Agency's Witness

and

Contractor's Witness

ALLOTMENT AVAILABLE:

SARO NO. RF-17-24-0077

DATE: 02/12/24

JANICE E. NAIG
Budget Officer



Address: M. Ortiz St., Surigao City
Telephone: (086) 310-8325
Email: surigao.city@deped.gov.ph
Website: www.depedsco.com



Doc. Ref. Code	SDO-OSDS-FXXX	Rev.	00
Effectivity	04.01.24	Page	3 of 4

CONTRACT AGREEMENT
(CONTRACT NO. FY-2024-GDS-062)

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Surigao) S.C.

BEFORE ME, this 04 NOV 2024 in the City of Surigao, Philippines, personally appeared MARILOU B. DEDUMO, PhD, CESO V and EDMUND S. GUSTILO with their respective Community Tax Certificates, the particulars of which are as above written, known to me by the same persons who executed the foregoing instrument consisting of four (4) pages including the page on which this Acknowledgement is written and they confirmed and acknowledged to me that the same is their free act and voluntary deed and that of the agency which they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and place above written.

Doc. No. 54
Page No. 11
Book No. 76
Series of 2024

ATTY. MARISSE GAY S. LICO-ABALDE
Notary Public
Until December 31, 2024
Roll of Attorney's No. 56276 4.29.09
IBP LIFETIME NO. 019397
TIN NO. 303-247-826
MCLE Compliance No. VII-0025298-Until 04.14.25
PTR NO. 5855999 A - 01.05.2024
CAGAYAN DE ORO CITY

Witness
REDSEA AGRO INDUSTRIAL CORPORATION

EDMUND S. GUSTILO
Authorized Representative
REDSEA AGRO INDUSTRIAL CORPORATION

ATTY. VIVIANO B. BARRIOS
Attorney III

MARILOU B. DEDUMO, PhD, CESO V
Schools Division Superintendent



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Doc. Ref. Code	SDO-OSDS-FXXX	Rev.	00
Effectivity	04.01.24	Page	4 of 4



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PURCHASE ORDER

Supplier: REDSEA AGRO INDUSTRIAL CORPORATION		P.O. NO.: 2024-05-212			
Address: Zone 2 Igpit, Opol, Misamis Oriental		Date: 15-Jun-2024			
TIN :		Mode of Procurement: Competitive Bidding			
Purpose: SUPPLY AND DELIVERY OF NUTRITIOUS FOOD PRODUCT FOR SCHOOL-BASED FEEDING PROGRAM SY 2024-2025 FOR 200 FEEDING DAYS OF DEPED, SURIGAO CITY DIVISION					
Focal: IRENETTA A. BALABA, RN (Nurse II)					
Gentlemen: Please furnish this office the following articles subject to the terms and conditions contained herein:					
Place of Delivery: Surigao City Division Office		Delivery Term 30 day/s (DDP)			
Date of Delivery: 22-Jun-2024		Payment Term 30 days			
Item No.	Unit	Descriptions	Quantity	Unit Cost	Amount
		Purchase of the following Nutritious Food Products (NFP):			-
		Lot 3			-
	pack	Milky Bun - Karabun (for 40 days)	99,616	19.98	1,990,327.68
		by Phil. Carabao Center (PCC)			-
		serving size: 80 grams/pack			-
					-
		Note: Please see attached Full Technical Specification for each Nutritious Food Products.			-
					-
Total Amount in Words:		ONE MILLION NINE HUNDRED NINETY THOUSAND THREE HUNDRED TWENTY SEVEN PESOS AND SIXTY EIGHT CENTAVOS			1,990,327.68
In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.					
Conforme:		Very truly yours,			
		MARILOU B. DEDUMO, PhD, CESO V			
Signature over Printed Name of Supplier		Schools Division Superintendent			
Date: _____					
Fund Cluster: 01		ORS/BURS No.: 2024-09-01627			
Funds Available: 1,990,327.68		Date of the ORS/BURS: 9/30/2024			
		Amount: 1,990,327.68			
KRISNA BESS D. EDERA					
Accountant III					

