Contract Form

[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT FOR SUPPLY AND DELIVERY OF PASTEURIZED MILK FOR THE 16TH CYCLE MILK FEEDING PROGRAM IMPLEMENTATION IN 19 CITIES AND MUNICIPALITIES WITHIN THE PROVINCE OF PAMPANGA FOR CY 2026

CONTRACT NO. CO-2026-07-0004

This CONTRACT executed on the AUG 25 2026 day of _____ 20**26** by and between:

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE III of Brgy. Maimpis, City of San Fernando, Pampanga, a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

JOZETH TRADING a company duly organized and existing under the laws of Republic of the Philippines, with principal office at Barangay Paligsahan, Quezon City, Metro Manila, NCR, Philippines hereinafter called "Contractor".

WHEREAS, the Entity invited Bids for certain works, particularly **PROCUREMENT OF SUPPLY AND DELIVERY OF PASTEURIZED MILK FOR THE 16TH CYCLE MILK FEEDING PROGRAM IMPLEMENTATION IN 19 CITIES AND MUNICIPALITIES WITHIN THE PROVINCE OF PAMPANGA FOR CY 2026**;

WHEREAS, the Contractor submitted a responsive bid and was awarded the contract for the procurement in the total amount of **FIFTEEN MILLION FOUR HUNDRED TWENTY TWO THOUSAND NINE HUNDRED FORTY PESOS ONLY (Php 15,422,940.00)** hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.

2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, *viz.*:

a. Philippine Bidding Documents (PBD) with **ITB No. GOP/DSWD3-2026-05-0003**
   i. Invitation to Bid;
   ii. Instruction to Bidders:
   iii. 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 (as needed);
   iv. Bid Data Sheet
   v. Schedule of Requirements;
   vi. Technical Specifications;
   vii. General and Special Conditions of Contract;
   viii. Supplemental Bid Bulletins (SBB) No. **2026-06-0002**; and
   ix. Other contract documents that may be required by existing laws and/or the Entity.

b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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 PBD, such as but not limited to the Notice to Proceed and Warranty Security.

3. In consideration of the Contract Price of **FIFTEEN MILLION FOUR HUNDRED TWENTY TWO THOUSAND NINE HUNDRED FORTY PESOS ONLY (Php 15,422,940.00),** or such other sums as may be determined in accordance with the terms of the Contract, the Supplier agrees to deliver and perform the items and related services for the **PROCUREMENT OF SUPPLY AND DELIVERY OF PASTEURIZED MILK FOR THE 16TH CYCLE MILK FEEDING PROGRAM IMPLEMENTATION IN 19 CITIES AND MUNICIPALITIES WITHIN THE PROVINCE OF PAMPANGA FOR CY 2026** described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4. The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE III** agrees to pay the above-mentioned sum to the Contractor in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof,

may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

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

For:

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE 3 - CENTRAL LUZON

VENUS F. REBULDELA
Regional Director and Head of the Procuring Entity (HoPE)

For:

JOZETH TRADING:

MICHELLE D. LUGTU
Duly Authorized Representative

Signed in the presence of:

7/27/20

ANGELICA T. LAFUENTE
Regional Accountant

MYLENE O. FANUGAO
Witness - Jozeth Trading

- A C K N O W L E D G E M E N T -

Republic of the Philippines
Province of CITY OF SAN FERNANDO, PAMPANGA) s.s
City of _____

BEFORE ME this _____ day of AUG 25 2026 at the City of CITY OF SAN FERNANDO, PAMPANGA in the Philippines personally appeared:

NAME	ID DETAILS	Place/Date Issued
JOZETH TRADING **By:** **MICHELLE D. LUGTU** and **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE 3 - CENTRAL LUZON:** **BY:** **VENUS F. REBULDELA**		

The above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of ____ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this AUG 25 2026 day of _____ *20* ___.

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Series of 2026

JANICE C. TIGLAO
Notary Public
Notarial Commission No. 93-25
Valid Until December 31, 2026
Roll No. 71241/ 6-6-15
IBP OR NO. [illegible] PASIG CITY
PTR NO. [illegible] 01-05-2026/ CSFP
MCLE Compliance No. VII-0032345
TIGLAO LAW FIRM, DMGC MAIMPIS
CITY OF SAN FERNANDO PAMPANGA