

Project Reference No. CWD 02-2026

CONTRACT OF SERVICE AND DELIVERY OF GOODS

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Service and Delivery of Goods made and entered this **16th day of March, 2026** at Calamba City, by and among:

RVV MANPOWER SERVICES, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Unit 302-C1, 3rd Floor ECJ Bldg., Real St. corner Arzobispo St., Intramuros, Manila, Metro Manila, represented herein by its **Chairman and President – MR. ROMEO S. VENTURINA JR.**, hereinafter referred to as the **"SERVICE PROVIDER"**;

-and-

CALAMBA WATER DISTRICT, a government owned and controlled corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines particularly PD. 198 as amended, with principal office at Lakeview Subd. Halang, Calamba City, Laguna, represented herein by its **GENERAL MANAGER – Mr. Exequiel A. Aguilar, Jr.** and the **HEAD OF THE PROCURING ENTITY (HOPE) – Chairperson, Dir. Ronald J. Pua**, hereinafter referred to as **"CWD"**.

WITNESSETH That

Whereas, the **Service Provider** is in the business of supplying **Janitorial Services** while the **CWD** has jurisdiction, supervision and control over all waterworks within its service area in the city of Calamba, Laguna.

Whereas, **CWD** opened the bids for certain **Janitorial Services** particularly the **Supply of Janitorial Services for CY 2026 (CWD 02-2026)**;

Whereas, **CWD** has accepted the **Service Provider's Bid** to provide **Janitorial Services** amounting to **Three Million Ninety-Five Thousand Eight Hundred Twenty Pesos Only (Php 3,095,820.00)**, as stated in the Schedule of Requirements, subject to the terms and conditions mentioned hereunder;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual agreements, covenants and stipulations hereinafter set forth, it is hereby agreed as follows:

Article I PERIOD

The term of this contract shall be for a period of **Nine (9) Months to commence on April 01, 2026 to December 31, 2026.**

To renew the contract, the **Service Provider** shall maintain a very satisfactory level of performance throughout the duration of the contract based on the following set of performance criteria as stated in the technical specifications;

- (a) Quality of Services Delivered
- (b) Time Management
- (c) Management and Suitability of Personnel
- (d) Contract Administration and Management
- (e) Provision of Regular Progress Report

Article II SCOPE OF AGREEMENT

It is hereby understood and agreed by both parties that the purpose of this Agreement is to have a covenant between the **Service Provider** and **CWD**, which is to provide **janitorial services** and the latter to pay the contract price as agreed upon.

This Agreement shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for **janitorial services** as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the Special Conditions of the Contract (SCC).

Article III PROGRESS PAYMENTS

Payments shall be made only upon a certification from **CWD** to the effect that the services have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted.

Except with the prior agreement of the parties, no payment shall be made for services not yet rendered in this contract.

The **Service Provider's** written request for payment shall be addressed to the **CWD**, accompanied by a Daily Time Record (DTR) showing the services performed, and documents submitted pursuant to the Special Conditions of Contract (SCC).

Article IV OBLIGATIONS OF PARTIES

Whenever the performance of the obligations in this Contract requires that the **Service Provider** obtains permit, approval, import, and other licenses from the local public authorities, the **CWD** shall, if so needed by the **Service Provider**, make its best effort to assist the latter in complying with such requirements in a timely and expeditious manner.

Article V CONTRACT AWARD

CWD shall award the contract to the **Service Provider** whose Bid has been determined to be the **Single Calculated and Responsive Bid (SCRB)**.

Prior to the expiration of the period of Bid validity, **CWD** shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award sent either thru personal service, by electronic means or registered mail. The receipt of such award must be confirmed in writing within two (2) days by the **SCRB** and must be submitted back to **CWD** either thru personal service, electronic means or by registered mail.

The following documents shall be deemed to form and be read and construed as part of this Agreement, to viz.:

- a) The Bid Form and the Price Schedule submitted by the Bidder;
- b) The Schedule of Requirements;
- c) The Technical Specifications;
- d) The General Conditions of Contract;
- e) The Special Conditions of Contract; and
- f) The Entity's Notification of Award

Article VI LIQUIDATED DAMAGES

The **Service Provider** shall pay **CWD** liquidated damages for each day that the Service Date is later than the Intended Service Date. The applicable liquidated damages is at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. The total amount of liquidated

damages shall not exceed ten percent (10%) of the amount of the contract. The **CWD** may deduct liquidated damages from payments due to the **Service Provider**.

The service provider shall provide personnel reliever within the day in case of emergency/official leave of absence. **Liquidated damages will be computed on your part for each day of absence or unperformed portion of services.**

If the intended Service Date is extended after liquidated damages have been paid by the **Service Provider**, the **CWD** shall correct any overpayment of liquidated damages by adjusting the next payment certificate.

In case of loss or damages incurred by **CWD** as a result of intentional act or negligence of the employees of the **Service Provider**, the **CWD** shall be indemnified for the damages incurred.

Article VII PRE-TERMINATION

During the term of this contract, the procuring entities shall conduct a monthly assessment or evaluation of the performance of the service provider/contractor based on the set of performance criteria prescribed under Sec. VII of the Technical Specification;

Based on the assessment of the procuring entity, it may pre-terminate the contract for failure by the service provider/contractor to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contract issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004, upon thirty (30) days prior notice to the Agency.

Article VIII AMENDMENT

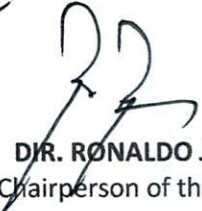
No amendment or addition to this contract shall be binding on the parties unless put into writing and signed by or on behalf of each of the parties duly authorized representatives.

IN WITNESS WHEREOF, WE have hereunto set our signature this **16th day of March, 2026** in the City of Calamba, Laguna, Philippines.

CWD (CALAMBA WATER DISTRICT)

By:


MR. EXEQUIEL A. AGUILAR, JR.
General Manager



MR. RONALDO J. PUA
Chairperson of the Board

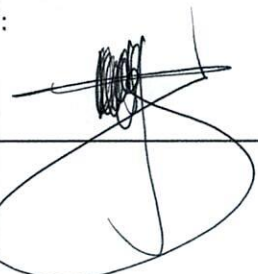
RVV MANPOWER SERVICES, INC.
Service Provider

By:


MR. ROMEO S. VENTURINA JR.
Chairman and President

SIGNED IN THE PRESENCE OF:



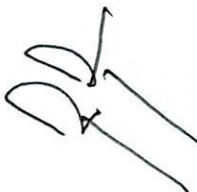


ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CALAMBA CITY) S.S.

BEFORE ME, a Notary Public for and in the above-named city, personally appeared, to wit:


| <u>Name</u> | <u>COMPETENT EVIDENCE</u> <u>OF IDENTITY</u> | <u>DATE/ PLACE ISSUED/</u> <u>VALID UNTIL</u> |
|------------------------------|---|--|
| DIR. RONALDO J. PUA | TIN ID NO. 144-229-682-000 | Calamba City |
| MR. EXEQUIEL A. AGUILAR, JR. | TIN ID NO. 152-625-618-000 | Calamba City |
| MR. ROMEO S. VENTURINA JR. | Driver's License No. N02-88-094647 | October 06, 2028 |



All known to me and to me known to be the same persons who executed the foregoing Contract of Service and Delivery of Goods, consisting of **FOUR (4)** pages and they acknowledged to me that the same is their free and voluntary act and deed and those of the corporations herein represented.

WITNESS MY HAND AND SEAL, this 16th day of March, 2026 at Calamba City, Philippines.

Doc. No. 42 ;
Page No. 10 ;
Book No. 525 ;
Series of 2026


ATTY. NOLAN V. OLOROSO
NOTARY PUBLIC
278B SAMPAGUITA ST. LAKE VIEW SUBD. BRGY. MALANG, CALAMBA CITY, LAGUNA
NOT COMM. NO. 01-2026 UNTIL DECEMBER 31, 2027
FOR CALAMBA CITY, LAGUNA
ROLL NO. 30156 /BP NO. 553674 09-17-2025 ISSUED AT PASIG CITY
PTR NO. CC 8318963 01-05-2026 ISSUED AT CALAMBA CITY
MCLE COMPLIANCE NO. VIII-0039292 VALID UNTIL APR. 14, 2028



