Project Reference No. CWD 38-2023

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 **1st** day of **August, 2023** at Calamba City, by and among:

> **ANALYTICAL AND SAMPLE PREP MACHINES INC.,** a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at NF Square Bldg., Mayor Jose F. Diaz Avenue, Armel 1 Subd., Sto. Nino San Mateo, Rizal, represented herein by its **Operations Manager – MS. MELLANY V. CASTILLO**, hereinafter referred to as the **"SUPPLIER";**
>
> -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, Ervy R. Mercado,** hereinafter referred to as **"CWD"**.

WITNESSETH That

Whereas, the **SUPPLIER** is in the business of supplying goods and ancillary 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 goods particularly for the **Supply and Delivery of Various Chemicals and Filtering Supplies (SVP) (CWD 38-2023)** and has accepted the Supplier's Bid amounting **Five Hundred Eighty Thousand Eight Hundred Pesos Only (Php 580, 800.00)** as stated in the Schedule of Requirements;

Whereas, **CWD** has accepted the offer of the **SUPPLIER**, to deliver and supply on the agreed date of the above-mentioned goods and services;

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

Article I
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 **SUPPLIER** and **CWD**, which is to provide goods and 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 its completion of delivery 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 Contract (SCC).

Article II
PERIOD

That the term of this Contract shall be **One (1) Week to Four (4) Weeks** to commence upon issuance of the Purchase Order and shall be completed after the delivery of the goods, in case of delay after **Four (4) Weeks** from the said delivery of goods the same shall be subject to the condition in Paragraph 6 mentioned hereunder;

Article III
PROGRESS PAYMENTS

Payments shall be made only upon a certification issued by **CWD** stating therein that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. No payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this contract unless there was a prior agreement reached by both parties. In order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non Expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies.

The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) **but not to exceed to five percent (5%)** for every progress payment, or a special bank guarantee equivalent to at least one percent (1%) **but not to exceed to five percent (5%)** of the total contract price. The said amounts shall only be released after the lapse of the warranty period, in case of Expendable Supplies after the consumption thereof. Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under this contract have been fully met.

In consideration of payments to be made by the **CWD** to the **SUPPLIER** as hereinafter mentioned, the SUPPLIER hereby guarantees to provide the goods and services and to repair any defect therein in conformity with the provisions of the Contract.

The **SUPPLIER**'s request for payment shall be in writing, addressed to the General Manager and accompanied by an invoice describing, as appropriate, the Goods delivered and/or services performed, together with the documents submitted pursuant to the Special Conditions of Contract (SCC) and upon fulfillment of other obligations stipulated in this contract.

Payments shall be made promptly by CWD not later than sixty (60) days after submission of an invoice or claim by the **SUPPLIER** in accordance with the schedule stated in the SCC.

Article IV
OBLIGATIONS OF PARTIES

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

Article V
CONTRACT AWARD

Under this Agreement, words and expressions shall have the same meanings which are respectively assigned to them in the Condition of Contract referred to.

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 Entity's Notification of Award; and
c) Specifications;

Article VI
LIQUIDATED DAMAGES

The **SUPPLIER** shall pay the liquidated damages for each day that the Delivery Date is later than the Intended Delivery Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent 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 **SUPPLIER**.

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

Article VII
PENALTIES

Pursuant to Section 69 (6) of R.A. 9184 and without prejudice to the imposition of administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on suppliers after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

a) Unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract.

b) Willful or deliberate abandonment or non-performance of the contract by the supplier resulting to substantial breach thereof without lawful and/or just cause.

In case of violation of the foregoing provisions, the CWD shall ex-parte rescind the contract without any court order.

Likewise upon termination of contract due to default of supplier, the Head of the Procuring Entity shall immediately issue a Blacklisting Order disqualifying the erring supplier from participating in the bidding of all government projects. The performance security of the said supplier shall also be forfeited.

Article VIII
AMENDMENT

No amendment or addendum on this contract shall be binding on the parties unless in writing and signed by or on behalf of each of the parties or their duly authorized representatives.

IN WITNESS WHEREOF, WE have hereunto set our signature this **1st** day of **August, 2023** in the City of Calamba, Laguna, Philippines.

CWD (CALAMBA WATER DISTRICT)
By:

MR. EXEQUIEL A. AGUILAR, JR.
General Manager

DR. ERVY R. MERCADO
Chairperson of the Board

ANALYTICAL AND SAMPLE PREP MACHINES INC.
Supplier

By:

MS. MELLANY V. CASTILLO
Operations Manager

SIGNED IN THE PRESENCE OF:

JOHN ROBIN R. RAYMUNDO

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:

Name	COMPETENT EVIDENCE OF IDENTITY	DATE/ PLACE ISSUED/ VALID UNTIL
DIR. ERVY R. MERCADO	National ID No. 3275-4908-5169-2812	Calamba City
MR. EXEQUIEL A. AGUILAR, JR.	TIN ID NO. 152-625-618-000	Calamba City
MS. MELLANY V. CASTILLO	**Driver's License No. N01-22-319328**	**Valid until Jan. 06, 2027**

All known to me and to me known to be the same persons who executed the foregoing Contract of Agreement, 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 **1st** day of **August, 2023** at Calamba City, Philippines

Doc. No. 49;
Page No. 11;
Book No. 487;
Series of 2023

ATTY. NOLAN V. OLOROSO
NOTARY PUBLIC
M.E. MORALES BUS. CENTER, J.P. RIZAL ST., CALAMBA CITY, LAGUNA
NOT COMM. NO. 05-2022-C UNTIL DECEMBER 31, 2023
FOR CALAMBA CITY, LOS BAÑOS, BAY AND CALAUAN, LAGUNA
ROLL NO. 30156 / IBP NO. 166605 10-28-2021 AT PASIG CITY
PTR NO. CC 7894539 01-03-2022 AT CALAMBA CITY
MCLE COMPLIANCE NO. VII-0006024 VALID UNTIL APR. 14, 2025