

Calamba Water District

Lakeview Subdivision, Halang, Calamba City, Laguna
Tel. Nos. 545-1614; 545-2863; 545-2728; 545-7895; Fax No. 545-9752
www.cwd.com.ph



PHP QMS 21 93 0047

Project Reference No. CWD 46-2023

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 28th day of **November, 2023** at Calamba City, by and among:

MS. ALVA O. SUMALDE, of legal age, Filipino, doing business under the business style and trade name, **G.J.P. BUILDERS ENTERPRISES**, with principal office address at **Chipeco Avenue, Brgy. 2, Calamba City, Laguna** represented in this act by his Attorney-in-fact, **MR. GREGORIO J. PRECILLA** hereinafter referred to as the "**CONTRACTOR**";

-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 **CONTRACTOR** is in the business of supplying works and labor 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 works and services particularly the infrastructure project of **Supply of Labor and Materials for the Construction of Pump Houses, Perimeter Fence and Improvement of the Discharge System and its Appurtenances at Calamba Heights, Brgy., Real, Calamba City (CWD 46-2023)** and has accepted the Bid proposed by the **CONTRACTOR** amounting to **Two Million Six Hundred Forty-Six Thousand Eight Hundred Forty-Six Pesos and 41/100 Only (Php 2,646,846.41)** by the **CONTRACTOR** for the construction of those works and installations including specifications;

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 contract between the **CONTRACTOR** and **CWD**, which is to provide materials, works and labor for a specific project and infrastructure and the later to pay the contract price as agreed upon.

The detailed tasks involved for each individual item of work set forth are enumerated in the Scope of Work and Technical Specifications attached hereto which form part of this Agreement. In addition, Variation Orders may be issued by **CWD** to cover any increase or decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the "as staked plans" or construction drawings prepared after a joint survey by the contractor and the

CWD after award of the contract, provided that the cumulative amount of the Variation Order does not exceed (10%) of the original project cost. The **CWD** will pay the variation in excess of the contract price for the additional work and the contract price may be reduced for any unfinished deductive works.

Article II PERIOD

That the term of this Contract shall be **within Four (4) Months** which shall commence upon issuance of the Notice to Proceed and the Purchased Order

During the construction phase, should there be any changes to be made concerning the project (e.g. approval of samples, designs, or change in specifications), the **CONTRACTOR** shall serve a written notification to **CWD**. The **CWD**, on the other hand shall give its written reply within five (5) days from the receipt of the said notification from the **CONTRACTOR**, but prior to the implementation of the aforesaid project. In case of delay in the response of the **CWD** which will result in the suspension of the completion of the project, the resulted delay shall be added to the time extension of the PROJECT.

Article III PROGRESS PAYMENTS

The **CWD**, upon a written request from the **CONTRACTOR** which shall form part of this contract document, shall make an advance payment to the **CONTRACTOR** to be made in lump sum in an amount not to exceed fifteen percent (15%) of the total contract price, based on the schedule specified in the SCC.

The **CONTRACTOR** may submit a request for payment based on the work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative and/or Project Engineer. Except as otherwise stipulated in the SCC, all materials and equipment delivered on the site but not completely put in place shall not be included for payment.

Payments shall be adjusted by deducting thereof the amount for the advance payments made including retention fee, if any. **CWD** shall likewise pay the **CONTRACTOR** the amount, as certified by the **CWD's** Representative, within twenty eight (28) days, from the date each certificate is issued. Payments shall not take more than thirty (30) days upon receipt of billings for actual work accomplished. No payment of interest shall be made for delayed payments and/or adjustments for the work performance of the **CONTRACTOR**.

The first progress payment shall be paid by the **CWD** provided that at least twenty percent (20%) of the work has been accomplished as certified by the **CWD's** Representative and duly noted by the **CONTRACTOR**.

Article IV RETENTION

Progress payment are subject to retention of ten percent (10%), herein referred to as the "retention money". As determined by **CWD** retention shall be based on the total amount due to the **CONTRACTOR** prior to any deduction and shall be retained from every progress payment made until fifty percent (50%) of the value of the works are completed. In case of fifty percent (50%) project completion, and the work is satisfactorily done and finished on schedule, based on the assessment duly noted by the **CONTRACTOR**, no additional retention shall be made; otherwise, the ten percent (10%) retention fee shall again be imposed using the rate specified therefore.

The total retention money shall be due for release within thirty (30) calendar days after the issuance of a Guarantee Bond, and Project Completion/Final Acceptance of the project. The **CONTRACTOR** shall furnish **CWD** a Guarantee Bond in the form of a Surety Bond in an amount equal to ten percent (10%) of the contract price. The said Guarantee Bond will therefore answer for any loss, ageing, injury, or any other expenses, which the **CWD** may incur to make good the defects in workmanship or materials that may become evident within one (1) year from the date of the Project Completion.

CWD shall issue a Certificate of Final Acceptance to the **CONTRACTOR** upon satisfactory completion of the Project. Before such Certificate is issued, the **CONTRACTOR** shall submit a sworn statement certifying that all taxes due therefrom, and materials used and labor employed in connection with the PROJECT has been duly paid.

**Article V
OBLIGATIONS OF PARTIES**

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

The **CONTRACTOR** shall carry out the works properly and in accordance with this Contract. The **CONTRACTOR** shall provide supervision, labor, materials, plant, and equipment, which may be required as part of the agreement. All materials and plant found on the site shall be deemed to be the property of **CWD** after thirty (30) days from the end of the contract period.

The **CONTRACTOR** shall commence execution of the works on the start date of the construction and shall carry out the works in accordance with the updated Program of work indicating therein the intended completion date of the project to be submitted by the **CONTRACTOR**.

The **CONTRACTOR** shall carry out all instructions of the **CWD's** Representative in compliance with the applicable laws, rules and regulations in accordance with the special conditions of the contract.

In case the **CWD's** Representative demands for the removal of a member of the **CONTRACTOR'S** staff or workforce, based on justifiable grounds and after due process, the **CONTRACTOR**, shall take the necessary actions to ensure that the person aforementioned leaves the site within a reasonable period of time.

The **CONTRACTOR** shall submit to the **CWD** the name, position and other particulars of the person authorized to receive instructions on behalf of the **CONTRACTOR**.

The **CONTRACTOR** shall pay all wages and salaries due to all its workers employed for the said project based on their respective contracts of employment, labor laws and regulations and likewise to strictly comply with all government rules and regulations implemented by the Department of Labor and Employment (DOLE) and other government agencies.

The **CONTRACTOR**, hereby freely, voluntarily and intelligently release and forever discharge **CWD** from any claims, damages or injuries/death sustained by its employee while in the performance of their duties and in all manner of action, cause of action, sum of money, damages, claims, and demands whatsoever in law or in equity which the employee of the **CONTRACTOR** or its heirs, successors, and assigns has, now have, or shall have against **CWD**, including, but not limited to, unpaid wages and salaries, arising from the employment of the EMPLOYEE by the **CONTRACTOR**;

**Article VI
CONTRACT AWARD**

CWD shall award the contract to the **BIDDER/CONTRACTOR** 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 received personally or sent by registered mail or thru email, receipt of which must be confirmed in writing within two (2) days by the SCRБ and submit the same personally or thru registered mail or by email addressed to **CWD**.

The bidding documents shall be attached, deemed to form, and be read and construed as part of this Agreement before any contract award which include the following, to wit;

- a) Notice to proceed;
- b) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
- c) Bidding Documents;
- d) Notice of Award of Contract and the Bidder's conformed thereto;
- e) Eligibility and Technical Documents;
- f) Performance Security;
- g) Agenda and/or Supplemental/Bid Bulletins, if any;
- h) Other contract documents that may be required by the existing laws and/or the Entity

**Article VII
LIQUIDATED DAMAGES**

Time being is the essence of the PROJECT thus, delay in the completion of the PROJECT may be excusable only if the same is due to *force majeure*, additional work approved by the **CWD**, or for any other special circumstance as may be determined by the **CWD**.

Where the **CONTRACTOR** refuses or fails to complete the work within the specified contract time, plus any time extension duly granted, it shall therefore pay **CWD** for liquidated damages for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay due to the fault or negligence of the Contractor. 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 **CONTRACTOR**.

If the intended Completion Date is extended after liquidated damages have been settled, the Engineer of CWD shall correct any overpayment of liquidated damages paid by the **CONTRACTOR** by adjusting the next payment certificate. The **CONTRACTOR** shall be entitled to the refund of the overpayment made without interest.

Any concern which affects the performance of its obligation as provided in Article II, the **CONTRACTOR** shall notify the **CWD** in writing setting forth such facts and circumstances within five (5) days from the date of discovery of such concern, issue or changes. In case there's a need to extend the period of compliance, both parties shall agree on a reasonable period of time within which to comply the undertaking.

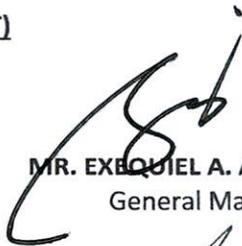
**Article VIII
AMENDMENT**

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

In case of conflict as to the terms and conditions of this contract, the parties shall settle the same through negotiation and/or mediation. All disputes which cannot be resolved by negotiation and/or mediation shall be settled through voluntary arbitration prior to any court action.

IN WITNESS WHEREOF, WE have hereunto set our signature this **28th** day of **November**, in the City of Calamba, Laguna, Philippines.

CWD (CALAMBA WATER DISTRICT)
By:


MR. EXEQUIEL A. AGUILAR, JR.
General Manager


DIR. ERVY R. MERCADO
Chairperson of the Board



G.J.P. BUILDERS ENTERPRISES

Contractor

By:



MR. GREGORIO J. PRECILLA

Attorney-in-fact

SIGNED IN THE PRESENCE OF:



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

~~REPUBLIC OF THE PHILIPPINES~~) S.S.

CALAMBA CITY

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

<u>Name</u>	<u>COMPETENT EVIDENCE OF IDENTITY</u>	<u>DATE/ PLACE ISSUED/ VALID UNTIL</u>
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
MR. GREGORIO J. PRECILLA	Voter's ID No. 3405-0087A-L2471GJP10000-0	Calamba City

All known to me and to me known to be the same persons who executed the foregoing Contract of Agreement, consisting of **FIVE (5) 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 28th day of **November** at Calamba City, Philippines.

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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

