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
ISO Certificate Registration No. PHP QMS 21 93 0047

24/7 Public Service

PAB ACCREDITED QMS CERTIFICATION BODY
MSA - 008

Project Reference No. CWD 60-2023

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. ROSALIA S. ARCIBAL,** of legal age, Filipino, Widow, doing business under the business style and trade name, **ROSEN-LIAN TRADING**, with principal office address at **1027 Rosal Street, Lakeview Subd. Halang, Calamba City, Laguna**, hereinafter referred to as the **"PROPRIETOR/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 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 services particularly **Supply of Goods and Services for the CWD's Family Day and Year End Activity CY 2023 (CWD 60-2023)** and has accepted the Supplier's Bid amounting to **Two Million Five Hundred Ninety-One Thousand Six Hundred Sixteen Pesos Only (Php 2,591,616.00)** 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;

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 on **December 09, 2023** to commence upon issuance of the Purchase Order and shall be completed the delivery of the goods within said period, in case of delay after **December 09, 2023** for the delivery of said goods, the same shall be subject to the condition in Paragraph 6 mentioned hereunder;

Article III
PROGRESS PAYMENTS

In consideration of the payments to be made by the **CWD** to the **SUPPLIER** as hereinafter mentioned, the SUPPLIER hereby covenants with the **CWD** to provide the services and to remedy any defective supply found therein in conformity in all aspects in accordance with the provisions of this Contract.

The **SUPPLIER**'s request for payment shall be made to the **CWD** in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or services performed, and by documents submitted pursuant to the Special Conditions of Contract (SCC).

Payments shall be made to the SUPPLIER as follows;

Fifty percent (50%) upon signing of this contract,
Balance after the commencement of the Event

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) Terms of Reference
c) The Schedule of Requirements; and
d) The Entity's Notification of Award

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 **28th** day of **November, 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

ROSEN-LIAN TRADING
Supplier

By:

MS. ROSALIA S. ARCIBAL
Proprietor

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:

Name	COMPETENT EVIDENCE OF IDENTITY	DATE/ PLACE ISSUED/ VALID UNTIL
DIR. ERVY R. MERCADO	TIN ID NO. 226-227-129	Calamba City
MR. EXEQUIEL A. AGUILAR, JR.	TIN ID NO. 152-625-618-000	Calamba City
MS. ROSALIA S. ARCIBAL	**Philippine Passport No. P6693759A**	**April 05, 2028**

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 **28th** day of **November, 2023** at Calamba City, Philippines

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

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