BAGONG PILIPINAS
CALAMBA WATER DISTRICT
24/7 Public Service

# 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

TÜVNORD TÜV NORD Philippines Inc. ISO 9001
PAB ACCREDITED QMS CERTIFICATION BODY MSA - 008
PHP QMS 21 93 0047

**Project Reference No. CWD 28-2026**

## *CONTRACT OF SERVICE AND DELIVERY OF GOODS*

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered this **17th** day of **September, 2026** at Calamba City, by and among:

> **TEXIN INCORPORATED** a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at **Km. 78 Maharlika Highway, Brgy. San Benito, Alaminos, Laguna** represented herein by its **Vice President – MR. GABRIEL JOSHUE M. FLORES**, 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. Ronaldo J. Pua,** 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 the **Preventive Maintenance of Ultra Violet Hydro-Optic Disinfectant (UV-HOD) System (CWD 28-2026)** and has accepted the Supplier's Bid amounting to **Four Million Six Hundred Fourteen Thousand Pesos Only (Php 4,614,000.00)** 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 **within Six (6) Months** to commence upon issuance of the Purchase Order and shall be completed after the delivery of the goods, in case of delay after **Six (6) Months** from the said delivery of goods the same shall be subject to the condition in Article VI 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 thirty (30) 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, *viz.:*

a) The Bid Form and the Price Schedule submitted by the Bidder;
b) Bidding Documents;
c) The Entity's Notification of Award;
d) Performance Bond; and
e) Other contract documents that may be required by existing laws and/or specified in the **BDS**

**Article VI**
**LIQUIDATED DAMAGES**

The SUPPLIER shall deliver the goods procured within the period as specified in Article II hereof.

Liquidated damages shall be imposed if any or all of the contracted Goods remain undelivered on the specified date, including the duly granted extensions.

When the SUPPLIER fails to satisfactorily deliver the goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the SUPPLIER shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity. The Procuring Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due the SUPPLIER or collected from any securities or warranties posted by the SUPPLIER, whichever is convenient to the Procuring Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

If delays are likely to be incurred beyond its control, the SUPPLIER shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious grounds, with or without the imposition of liquidated damages.

**Article VII**
**PENALTIES**

That this Contract shall be subject to the Implementing Rules and Regulations of Republic Act No. 12009 particularly Rule XXI on the Suspension and Blacklisting of bidder.

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**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 **17th** day of **September, 2026** in the City of Calamba, Laguna, Philippines.

**CWD (CALAMBA WATER DISTRICT)**
By:

**MR. EXEQUIEL A. AGUILAR, JR.**
General Manager

**DIR. RONALDO J. PUA**
Chairperson of the Board

**TEXIN INCORPORATED**
Supplier

**By:**

**MR. GABRIEL JOSHUE M. FLORES**
Vice 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:

| Name | COMPETENT EVIDENCE OF IDENTITY | DATE/ PLACE ISSUED/ VALID UNTIL |
|---|---|---|
| DIR. RONALDO J. PUA | TIN ID NO. 144-226-682-000 | Calamba City |
| MR. EXEQUIEL A. AGUILAR, JR | TIN ID NO. 152-625-618-000 | Calamba City |
| **MR. GABRIEL JOSHUE M. FLORES** | **Philippine Passport No. P3003138B** | **September 08, 2029** |

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 **17th** day of **September, 2026** at Calamba City, Philippines

Doc. No. 460 ;
Page No. 093 ;
Book No. VII ;
Series of 2026

ATTY. JOHN VINCENT C. MALIMANAN
NOTARY PUBLIC
NOT. COM. NO. 21-2025-C
UNTIL 31 DEC. 2026
IBP NO. 382157, 01 JAN 2025, PASIG CITY
PTR NO. CC6130 A, 03 JAN 2026, CALAMBA CITY
MCLE COMP. NO. VIII-0010770, 14 APRIL 2023