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 45-2026

CONTRACT OF SERVICE AND DELIVERY OF GOODS

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered this **27th** day of **August, 2026** 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. 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 **Supply and Delivery of Goods and Services for CWD's 50th Founding Anniversary (Rebidding) (CWD 45-2026)** and has accepted the Supplier's Bid amounting to **Two Million Three Hundred Nineteen Thousand Nine Hundred Ten Pesos and 11/100 Only (Php 2,319,910.11)** 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 on **September 04, 2026** to commence upon issuance of the Purchase Order and shall be completed after the delivery of the goods, in case of delay after **September 04, 2026** from the said delivery of goods the same shall be subject to the condition in Article VI mentioned hereunder;

Article III
PROGRESS PAYMENTS

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.

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 **27th** day of **August, 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

ROSEN-LIAN TRADING
Supplier

By:

MS. ROSALIA S. ARCIBAL
Proprietor

SIGNED IN THE PRESENCE OF:

_____ _____

ACKNOWLEDGEMENT

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

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
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 **27th day** of **August, 2026** at Calamba City, Philippines

ATTY. JOHN WENDELL G. MAUNAHAN
NOTARY PUBLIC
NOT. COM. NO. 21-2025 C
UNTIL 31 DEC. 2026
IBP NO. 502157, 01 JAN 2026, PASIG CITY
PTR NO. CC 8919041, 05 JAN 2026, CALAMBA CITY
MCLE COMP. NO. VIII-0010770, 14 APRIL 2028

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