

CONTRACT AGREEMENT NO. 2020-03-014

SUPPLY AND DELIVERY OF DRINKING WATER FOR SEC EMPLOYEES

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this 05 day of July 2020 at Pasay City by and between:

SECURITIES AND EXCHANGE COMMISSION, a government agency created by virtue of Commonwealth Act No. 83, with office address at 3/F Secretariat Building, PICC Complex, Pasay City, represented herein by its Human Resource and Administrative Department Officer-in-Charge Director, **ROMUALD C. PADILLA**, duly authorized to sign contract under SEC Office Order No. 236, series of 2020, a copy of which is hereto attached as Annex "A", herein referred to as the "**SEC**";

-and-

A.C.N. Enterprise, a registered Sole Proprietorship duly organized under Philippine Laws, with business address at No. 64 A J.P. Rizal Extension, Brgy. West Rembo, Makati City, represented by its owner and sole proprietor, **Aeron Christian D. Nera**, hereinafter referred to as "**A.C.N.**".

WITNESSETH that:

WHEREAS, the Securities and Exchange Commission through its Bids and Awards Committee (BAC), posted the Request for Quotation (RFQ) No. 2020-SVP-037A in the SEC and PhilGEPs websites as well as in the SEC Bulletin Boards continuously for at least three (3) days starting on June 23, 2020 to June 29, 2020 for the **Supply and Delivery of Drinking Water for SEC Employees** with Approved Budget for the Contract (ABC) of Four Hundred Thousand Pesos (Php400,000.00) as indicated in the Purchase Request No. 202006109 as reflected under item II.E.11 of the CY2020 Supplemental Annual Procurement Plan 1;

WHEREAS, on June 29, 2020, the deadline for submission and opening of offers, only A.C.N. submitted its offer;

WHEREAS, in the preliminary examination of bid, the price proposal of A.C.N., in the amount of Three Hundred Ninety-Nine Thousand Nine Hundred Pesos and 71/100 (Php399,900.71) was found to be within the ABC and was declared the Single Calculated Offer;

WHEREAS, on July 03, 2020, based on the TWG Post-Qualification and Evaluation Report submitted and presented to the BAC, A.C.N. was established to be compliant and was declared as the **Single Calculated and Responsive Offer**;

WHEREAS, in BAC Resolution No. 2020-026 dated July 03, 2020, the BAC recommended to the OIC-HRAD Director the award of the contract to A.C.N.;

WHEREAS, on July 03, 2020, the Chairperson approved the recommendation of the BAC and signed the Notice of Award;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, that parties agree as follows:

1. A.C.N. shall deliver purified drinking water twice a week (Wednesday and Friday) with an estimated average quantity of **238 five-gallon bottles per week**;
2. Five-Gallon Bottle of Purified Water cost **Php34.99** inclusive of delivery fee and standard washing;
3. Five-Gallon Bottle will be supplied for free for exclusive filling and refilling with A.C.N.;

4. The Bottles shall not be removed from the site designated without prior written consent from the A.C.N. in reply to a written request for such transfer;
5. The Bottles are for drinking water only and not to be used for any other liquid;
6. A.C.N. shall provide **thirty-eight (38) units** brand new Hot and Cold Water Dispenser and shall be distributed to SEC Head Office;
7. A.C.N. shall deliver the water dispenser units within fifteen (15) calendar days from the issuance of the Notice to Proceed;
8. A.C.N. shall conduct monthly cleaning of water dispensers preferably within the 1st week of every month;
9. A.C.N. shall provide one (1) on-call technician to repair defective water dispensers with response time of not more than four (4) hours from a verbal or written notification;
10. A.C.N. shall provide a temporary replacement unit, in the event that the defective water dispenser cannot be repaired on-site;
11. A.C.N. shall replace water dispensers beyond repair within 24 hours;
12. Ownership and title to the supplied Five Gallon Bottles and Hot and Cold Water Dispenser shall remain with the A.C.N.;
13. A.C.N. shall submit to the SEC a **monthly Microbiological Water Test result** conducted by DOH or FDA accredited testing laboratory;
14. A.C.N. shall submit to the SEC a **semi-annual Chemical and Physical Water Test Laboratory Certificate** conducted by DOH or FDA accredited testing laboratory;
15. A.C.N. and the SEC shall jointly conduct random sampling of water samples not more than twelve (12) times within the contract period and send to an accredited water-testing laboratory, with costs chargeable to A.C.N.
16. A.C.N. shall submit to the SEC a sanitary permit/s for the duration of the contract;
17. Payment Terms:
 - a. A.C.N. shall send monthly billing to the SEC based on actual delivery/consumption;
 - b. Payments payable to A.C.N. Enterprise
18. This Agreement shall take effect upon on **July 5, 2020** and shall continue to be valid for a period of one (1) year;
19. Pre-termination of Agreement:
 - a. The SEC may pre-terminate the Agreement at any time by written notice to A.C.N. at least thirty (30) days prior the effective termination date; and
 - b. In the event of pre-termination at any time within the duration of agreement, SEC shall forfeit in favor of A.C.N. the amount of all dispensers, Php2,000.00 per unit, as liquidated damage unless the termination is for justifiable or reasonable grounds such as, but not limited to, the following:
 - i. In the event the operation of A.C.N. is found to have violated or went below the quality standards and requirements mandated by government agencies.
 - ii. When A.C.N. violates or breaches any material terms and conditions set forth herein.
20. In the event that the purified water supplied by A.C.N. is contaminated/polluted and/or adverse health effects were caused to SEC, its employees, agents, guests/visitors and representatives, A.C.N. shall be liable for damages such as, but not limited to, the cost of treatment, hospitalization, medication, or other such medical expenses necessary to restore

such AFFECTED persons back to health, in addition to such other remedies provided by law and/or under this Agreement.

21. A.C.N. warrants its strict compliance with the quality, standard and requirements for the processing and packaging of purified drinking water of the Department of Health and the Food and Drug Administration. Thus, it shall, at all times, ensure the purity, cleanliness and portability of its purified water as well as the proper sanitation of its containers.
22. **MINIMUM HEALTH AND SAFETY PROTOCOLS** – standard measures to control and prevent the spread, exposure and contact of the COVID-19 virus.
 - a. A.C.N. shall submit the names and contact information of their personnel during their scheduled delivery.
 - b. A.C.N. shall conduct Rapid Tests for COVID-19 to their delivery personnel and submit copies of their negative results for IgM and IgG to SEC and PICC on the day of their scheduled delivery. The Rapid Test's validity shall only be for two (2) weeks, it is necessary to conduct another rapid test for the succeeding weeks.
 - c. A.C.N. shall be responsible to equip their delivery personnel with personal protective equipment (PPE) such as, Face Masks, Face Shields, Gloves and the like. A.C.N. shall also orient their technicians on proper social distancing and personal disinfecting procedures.
 - d. A.C.N. personnel shall be subjected to Standard Body Temperature Checks and Health Questionnaire's upon entry of SEC leased premises.
 - e. SEC will deny entry to delivery personnel without copies of results for rapid tests, proper PPE's and body temperatures of 37.5° and above. A.C.N. shall only be allowed to conduct the scheduled delivery when replacement personnel satisfy the above mentioned conditions and tests, otherwise forfeiting the scheduled service for that day.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with laws of the Republic of the Philippines on the day and year first above written.


SECURITIES AND EXCHANGE COMMISSION
TIN: 000-190-308-000

A.C.N. ENTERPRISE
TIN: 473-823-873-000

Signing for, and in behalf of the Chairperson

By:

By:


ROMUALD C. PADILLA
OIC-Director, HRAD
TIN: 170-266-059-000


AERON CHRISTIAN D. NERA
Sole Proprietor
TIN: 473-823-873-000

SIGNED IN THE PRESENCE OF :

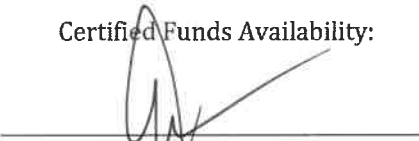
By:

By:


MARCELO Q. RABARA
Witness


FELIX DANIEL
Witness

Certified Funds Availability:


ADELAIDA C. NAVARRO-BANARIA
Director, FMD

Periods Available:
ORS No.: 02-206441-2020-08-000009
Date: August 12, 2020

If contract period exceeds the current year, only the current year requirement will be obligated. The difference between the contract amount and obligation above will be obligated at the start of ensuing year.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PASAY CITY) S. S.

JUL 28 2020

BEFORE ME, a Notary Public for and in the City of Pasay on this ___ day of ___ 2020, personally came and appeared the following; presenting competent evidence of identity, as follows:

<u>Name</u>	<u>Evidence of Identity</u>
AERON CHRISTIAN D. NERA	TIN: 473-823-873-000

all known to me and to me known to be the same persons who executed this Agreement consisting of Five (5) including this page, where the acknowledgement is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as the entity/corporation they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first hereinabove written.

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Page No. 36
Book No. XLVI
Series of 2020

Notary Public
[Signature]
EDWIN G. CONDAYA
NOTARY PUBLIC
PASIG, PATEROS & SAN JUAN
UNTIL DEC. 31, 2020
PTR NO. 6423914 1-2-20
IBP NO. 056031/APPT. NO. 5412019-20
ROLL NO. 26683
TIN-210-588-191-000
MCLE V-0004493
2ND FLOOR ARMAL BLDG. URBANO
VELASCO AVE., MALINAO, PASIG CITY

1

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PASAY CITY) S. S.

BEFORE ME, a Notary Public for and in the City of Pasay on this 24th day of AUGUST 2020, personally came and appeared the following; presenting competent evidence of identity, as follows:

<u>Name</u>	<u>Evidence of Identity</u>
ROMUALD C. PADILLA	TIN: 170-266-059-000

all known to me and to me known to be the same persons who executed this Agreement consisting of Five (5) including this page, where the acknowledgement is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as the entity/corporation they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first hereinabove written.

Notary Public

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Page No. _____
Book No. _____
Series of 2020


Atty. Armando A. Espinoza
Administering Officer
Commission Secretary
Securities and Exchange Commission
Republic of the Philippines

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