


CONTRACT AGREEMENT NO. 2021-03-020
Supply and Delivery of Drinking Water for SEC Employees

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this ____ day of ____ 2021 at Pasay City, Metro Manila, Philippines by and between:



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

WHEREAS, the Securities and Exchange Commission through its Bids and Awards Committee (BAC), posted the Request for Quotation (RFQ) No. 2021-SVP-10 in the SEC and PhilGEPS websites as well as in the SEC Bulletin Boards continuously for at least three (3) days starting on May 26, 2021 to June 3, 2021 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. 202105090 as reflected under item III.K.1 of the CY 2021 Annual Procurement Plan;

WHEREAS, on June 3, 2021, 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 Four Hundred Thousand Pesos (Php400,000.00) was found to be within the ABC and was declared the Single Calculated Offer;

WHEREAS, on June 30, 2021, 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. 2021-029 dated July , 2021, the BAC recommended to the HRAD Director the award of the contract to **A.C.N.**;

WHEREAS, on July, 2021, 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:

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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, 2021** 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.

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:


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

By:


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

SIGNED IN THE PRESENCE OF :

By:

PEDRO ALFONSO DC. REGULTO JR.
 Witness

By:

 Witness



Certified Funds Availability:



ADELAIDA C. NAVARRO-BANARIA
Director, FMD ✕

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Pasay on this ____ day of _____ 2021 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. JASMINE CHARO L. CALAYCAY-ATIENZA
Administering Officer
Asst. Commission Secretary
Securities and Exchange Commission
Republic of the Philippines

ACKNOWLEDGMENT

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

MAKATI CITY
BEFORE ME, a Notary Public for and in the City of Pasay on this JUL 23 day of 2021 2021, 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.

Notary Public

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ATTY. OSIAS M. MERIOLES, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
No. 33 J. P. Rizal Ext., Comembo, Makati City, Philippines
PTR NO. 0025587 / 01/04/2021 / MAKATI CITY
IBP NO. 137120 / 12/29/2020
ROLL NO. 52598 / APPT. NO. M-134
Tel. No. (02) 8882-7282