

**CONTRACT AGREEMENT NO. 2022-3-38**

**Supply and Delivery of Drinking Water of SEC Employees for Head Office**

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement made and entered into this 5<sup>th</sup> day of July 2022 at Makati 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 The SEC Headquarters, 7907 Makati Avenue, Brgy. Bel-Air, Makati City, represented herein by its Human Resource and Administrative Department Director **FILBERT CATALINO F. FLORES III**, 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-

**NEWARK SPRING WATER CORP.**, a registered Corporation duly organized under Philippine Laws, with business address at 43 Catalina Subdivision, GSIS Road, Brgy. Rosario, Pasay City represented by its Account Manager, **JHARRA MAE BICERA** (hereinafter referred to as "**Newark**").

**WITNESSETH:**


**WHEREAS**, the SEC Bids and Awards Committee (BAC) conducted a Small Value Procurement for the project, **Supply and Delivery of Drinking Water for SEC Employees at the Head Office** with Approved Budget for the Contract (ABC) of Four Hundred Twenty Thousand Pesos (Php 420,000.00), which was posted on June 2, 2022 in the PhilGEPS and SEC websites and in the SEC Bid Bulletin Boards continuously for at least seven (7) days;

**WHEREAS**, the bid of **Newark Spring Water Corp.** in the amount of **Three Hundred Seventeen Thousand and Sixteen Pesos (Php 317,016.00) inclusive of VAT** was declared by the BAC as the **Lowest Calculated and Responsive Bid** for the project;

**WHEREAS**, pursuant to Section 37 and 39 of the 2016 Revised Implementing Rules and Regulation of Republic Act No. 9184, the Notice of Award was issued to **Newark** last June 29, 2022;

**WHEREAS**, on July 4, 2022, **Newark** posted its Performance Security in the form of a duly notarized Performance Securing Declaration.

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

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1. Newark 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 **Php27.75** inclusive of delivery fee and standard washing;
  3. Five-Gallon Bottle will be supplied for free for exclusive filling and refilling by Newark;

4. The Bottles shall not be removed from the site designated without prior written consent from Newark 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. Newark shall provide **forty five (45) units** brand new Hot and Cold Water Dispensers and shall be distributed to SEC Head Office;
7. Newark shall deliver the water dispenser units within fifteen (15) calendar days from the issuance of the Notice to Proceed;
8. Newark shall conduct monthly cleaning of water dispensers preferably within the 1<sup>st</sup> week of every month;
9. Newark 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. Newark shall provide a temporary replacement unit, in the event that the defective water dispenser cannot be repaired on-site;
11. Newark 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 Newark;
13. Newark shall submit to the SEC the following:
  - a. **Monthly Microbiological Water Test result** conducted by DOH or FDA accredited testing laboratory, and
  - b. **Semi-annual Chemical and Physical Water Test Laboratory Certificate** conducted by DOH or FDA accredited testing laboratory;
14. Newark 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 Newark;
15. Newark shall submit to the SEC a sanitary permit/s for the duration of the contract;
16. Payment Terms:
  - a. Newark shall send monthly billing to the SEC based on actual delivery/consumption;
  - b. Payments payable to Newark
17. This Agreement shall take effect on July\_ 5 \_\_, 2022 and shall continue to be valid for a period of one (1) year;
18. Pre-termination of Agreement:
  - a. The SEC may pre-terminate the Agreement at any time by written notice to Newark 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 Newark 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 Newark is found to have violated or went below the quality standards and requirements mandated by government agencies.



ii. When Newark violates or breaches any material terms and conditions set forth herein.

19. In the event that the purified water supplied by Newark is contaminated/polluted and/or adverse health effects were caused to SEC, its employees, agents, guests/visitors and representatives, Newark 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.

20. Newark 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**

**NEWARK SPRING WATER CORP.  
TIN: 010-459-722-000**

Signing for, and in behalf of the  
Chairperson

By:

By:

  
**FILBERT CATALINO F. FLORES III**  
Director, HRAD  
TIN: 154-426-785-000

  
**JHARRA MAE BICERA**  
Account Manager  
TIN: 328-110-975-000

SIGNED IN THE PRESENCE OF :

By:


By:

  
**PEDRO ALFONSO DC. REGULTO JR.**  
Witness

  
Robinson Melad

Witness

Certified Funds Availability:

  
**DONDIE Q. ESGUERRA**  
Director, FMD

Fund Available:  
Contract: 01-306MP-1011-01-001-70  
Date: JULY 19, 2017

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.

BEFORE ME, a Notary Public for and in the City of Makati on this \_\_\_\_ day of \_\_\_\_\_ 2022 personally came and appeared the following; presenting competent evidence of identity, as follows:

<u>Name</u>	<u>Evidence of Identity</u>
<b>FILBERT CATALINO F. FLORES III</b>	<b>TIN: 154-426-785-000</b>

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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Book No. \_\_\_\_\_  
Series of 2022

  
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.

BEFORE ME, a Notary Public for and in the City of Makati on this JUL 05 2022 day of \_\_\_\_\_ 2022, personally came and appeared the following; presenting competent evidence of identity, as follows:

<u>Name</u>	<u>Evidence of Identity</u>
<b>JHARRA MAE BICERA</b>	<b>TIN: 328-110-975-000</b>

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.

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Notary Public

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Book No. 4  
Series of 2022

*R. Cortez*  
**ATTY. RYAN C. CORTEZ**  
 Notary Public for Q.C./Until Dec. 31, 2023  
 Roll No. 72112  
 PTR No. 2564877, Jan. 27, 2022/Q.C.  
 IBP No. 178365, Feb. 15, 2022  
 MCLE COMP. No. M-0b30668  
 Adm. Matter No. NS-071 (2021-2022)  
 Unit 102-GE, One Exec. Bldg. Cond. West Ave. Q.C.  
 TIN No. 448-218-131-000