

**CONTRACT AGREEMENT NO. 2023-01-001
SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER FOR NCMF EMPLOYEES**

KNOW ALL MEN BY THESE PRESENTS:

This contract agreement is made and entered into this 30th day of January 2023 at Quezón City, Metro Manila, Philippines by and between:

NATIONAL COMMISSION on MUSLIM FILIPINOS (NCMF), a government agency, is duly constituted and exist by virtue of RA 9997 with the principal address at 79 Jocfer Annex Building, Commonwealth Avenue, Diliman, Quezon City, represented by its Secretary, **GUILING A. MAMONDIONG** herein referred to as the **FIRST PARTY**;

-and-

3SK & A WATER STATION, a registered Single Proprietorship duly organized under Philippine Laws, with business address at Holy Spirit, Quezon City, NCR, Second District, National Capital Region (NCR), represented by its owner, **NOEMI VILLANUEVA CASTRO** herein referred to as the **SECOND PARTY**;

WITNESETH:

WHEREAS, the National Commission on Muslim Filipinos through its Bids and Awards Committee (BAC), posted the Request for Quotation (RFQ) No. 2023-001 in the NCMF and Philgeps websites as well as in the NCMF Bulletin Board starting January 4, 2023 to January 11, 2023 for the **SUPPLY and DELIVERY of PURIFIED DRINKING WATER for NCMF EMPLOYEES** with Approved Budget for the Contract (ABC) of Two Hundred Eighty-Eight Thousand Pesos (Php288,000.00) as indicated in the Purchase Request No. 2023-01-0001;

WHEREAS, in the Evaluation Report of the Technical Working Group (TWG), it was shown that 3SK & A WATER STATION has complied with the technical specifications, documentary requirements, and its price quotation of TWO HUNDRED SIXTEEN THOUSAND PESOS (Php216,000.00) which is within the ABC, is the most economical and advantageous to the Government, thereby rendering the same as the **Lowest Calculated Responsive Bid (LCRB)**;

WHEREAS, in BAC Resolution No. 2023-002, the BAC recommended to Administrative Director the award of contract to **3SK & A WATER STATION**.

WHEREAS, the NCMF SECRETARY 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, the parties agree as follows:

1. The SECOND PARTY shall deliver purified drinking water thrice a week (Monday, Wednesday and Friday) **150 five-gallon bottles per week**;
2. Five-gallon Bottle of Purified Water shall cost Php30.00 inclusive of delivery fee and standard washing;
3. Five-gallon Bottle will be supplied for free for exclusive filling and refilling with the SECOND PARTY;
4. The bottles shall not be removed from the site designated without prior written consent from the SECOND PARTY in reply to a written request for transfer;
5. The bottles are for drinking water only and not to be used for any other liquid;


6. The SECOND PARTY shall provide **Five (5) units** brand new Hot and Cold Water Dispenser and shall be distributed to NCMF;
7. The SECOND PARTY shall conduct monthly cleaning of water dispensers;
8. The SECOND PARTY shall provide one (1) on-call technician to repair defective water dispensers with response time no more than four (4) hours from a verbal or written notification;
9. The SECOND PARTY shall provide a temporary replacement unit, in the event that the defective water dispenser cannot be repaired;
10. Ownership and title to the supplied five-gallon bottles shall remain with the SECOND PARTY;
11. The SECOND PARTY shall submit monthly Microbiological Water Test Result conducted by and semiannual submission of Chemical and Physical Water Test Laboratory Certificate from a water-testing facility laboratory duly accredited by the Department of Health (DOH) or the Food and Drug Administration (FDA);
12. The SECOND PARTY shall submit to the NCMF a sanitary permit/s for the duration of the contract;
13. Payment terms:
 - a) The SECOND PARTY shall send monthly billing to the FIRST PARTY based on the actual delivery/consumption; not exceeding the maximum;
 - b) Payments shall be made payable to The SECOND PARTY.
14. This Agreement shall take effective January 2023 and shall continue to be valid for a period of one (1) year;
15. Pre-termination of Agreement:
 - a) The FIRST PARTY may pre-terminate the Agreement at any time by written notice to the SECOND PARTY at least thirty (30) days prior the effective termination date;
 - b) In the event of pre-termination at any time within the duration of agreement, the FIRST PARTY shall forfeit in favor of the SECOND PARTY the amount of all dispensers, Php2,000.00 per unit, as liquidated damages unless the termination is for justifiable or reasonable grounds such as, but not limited to, the following:
 - i. In the event the operation of the SECOND PARTY is found to have violated or went below the quality standards and requirements mandated by government agencies.
 - ii. When the SECOND PARTY violates or breaches any material terms and conditions set forth herein.
16. In the event the purified water supplied by the SECOND PARTY is contaminated /polluted and/or adverse health effects were caused to the FIRST PARTY, its employees, guest/visitors and representatives, the SECOND PARTY 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.
17. The SECOND PARTY 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 month and year first written above.


NATIONAL COMMISSION on MUSLIM FILIPINOS
TIN:

3SK & A WATER STATION
TIN: 231015492000

By:


GUILING A. MAMONDIONG
Secretary

By:


NOEMI V. CASTRO
Owner, 3SK & A Water Station

Signed in the presence of:

ACKNOWLEDGMENT

Republic of the Philippines)
City of Quezon) S.S.
x-----x


BEFORE ME, A NOTARY PUBLIC, personally came and appeared the following persons:

Name	ID No.	Issued on/at

known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged before me as their free and voluntary acts and deed.

WITNESS MY HAND AND SEAL this ___ day of MAR 10 2023 2023 at
Quezon City, Philippines.

Doc. No. 444
Page No. 21;
Book No. 15;
Series of 2023.


ATTY. ROSALINDA MONTENEGRO
NOTARY PUBLIC
My Commission Expires on Dec. 31, 2023
PTR No. 4029249/01/03/2023; Q.C.
IBP No 263982/01/03/2023; Q.C.
Roll No. 68465
MCLE Compliance No. VII-0021672, April 14, 2023