



CONTRACT AGREEMENT FORM
PR_NO.24-03-006_PIAADMIN2024
SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER FOR APRIL
DECEMBER 2024

APR 11 2024

THIS AGREEMENT made this ____ day of ____ 2024 between the **PHILIPPINE INFORMATION AGENCY (PIA)**, a government agency of the Philippines with office address at PIA Building, Visayas Avenue, Diliman, Quezon City, represented herein by its Deputy Director-General, **WILSON T. BUERANO JR.**, with authority under PIA Office Order No. 171 series of 2023, hereinafter referred to as **PHILIPPINE INFORMATION AGENCY (PIA)** of the one part and **JANE L. TIU**, General Manager of **H2O PLUS WATER TREATMENT COMPANY** herein referred to as **“CONTRACTOR”** with office address at 4004 Gen T de Leon, Valenzuela City of the other part;

WHEREAS, the PHILIPPINE INFORMATION AGENCY (PIA) solicited Bids for certain goods and ancillary services, particularly for the **SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER FOR APRIL – DECEMBER 2024** and has accepted a Bid from the H2O Plus Water Treatment Company for the supply of the aforementioned goods and services in the sum of **NINETY-FOUR THOUSAND FIVE HUNDRED PESOS ONLY (Php 94,500.00)** hereinafter called “the Contract Price”, payable upon receipt of the billing statement including all taxes and subject to government accounting rules and regulations.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- I. The following documents shall be deemed to form and be read and construed as an integral part of this Agreement, *viz.*:
 - a. Purchase Request No. 24-03-006
 - b. Terms of Reference
 - c. Supplier Quotation and Request for Quotation
 - d. Statement of Compliance
 - e. Omnibus Sworn Statement (OSS)

- II. **OBLIGATIONS OF THE PARTIES**
 - a. That the Contractor shall Supply and Deliver Purified Drinking Water that has undergone at least 16 stages of reverse osmosis system starting from April – December 2024;
 - b. That the contractor shall provide free use of twenty (20) units of hot-and-cold water dispensers;
 - c. That the Contractor shall strictly comply with the Terms of Reference of this Agreement
 - d. The Contractor warrants that: (a) Services will be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry (“Services Warranty”); (d) the Contractor covenants with the PHILIPPINE

Fund Fund
ADEL
 Accountant III, Accounting Section
MARK FOR REDACTION
JINO
 1578.2

INFORMATION AGENCY (PIA) to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

- e. For its services, the PIA shall process the monthly payment upon successful delivery of its service and submission of statement of account and Bacteriological/Microbiological Test of Water, subject to accounting and auditing rules and regulations and applicable tax laws.
- f. Pursuant to RA No. 9184 and its revised IRR, PIA may renew and extend the contract for the abovementioned services if deemed necessary;

III. EFFECTIVITY AND DURATION - This Agreement shall take effect immediately, upon signing of the parties and shall remain in force and effect until December 2024.

IV. LIQUIDATED DAMAGES

In the event that the Contractor violates any of the terms and conditions of this Contract, or neglects to perform in a timely manner any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails to carry out the tasks herein required in an acceptable manner for any reason whatsoever, the Contractor shall be liable for damages for such failure, and shall pay the PHILIPPINE INFORMATION AGENCY (PIA) liquidated damages in an amount equivalent to one-tenth (1/10) of one (1%) percent of the total contract price for every day of delay of breach, without need for any notice or demand from the PHILIPPINE INFORMATION AGENCY (PIA), in addition to other remedies that the PHILIPPINE INFORMATION AGENCY (PIA) may exercise under this contract, pertinent laws, rules and regulations, until such services are finally delivered and accepted by the PHILIPPINE INFORMATION AGENCY (PIA)".

V. TERMINATION OF CONTRACT

The PHILIPPINE INFORMATION AGENCY (PIA) reserves the right to terminate this Contract for any cause which may include failure of the Contractor to perform in a timely and acceptable manner any of their works, duties, functions, responsibilities or obligations stipulated herein or failure to carry out the task herein required in a manner acceptable to the PHILIPPINE INFORMATION AGENCY (PIA) or violation by the Contractor of any of the terms and conditions of this Contract, subject to sanctions and remedies provided for herein and under the pertinent laws, rules and regulations.

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

PHILIPPINE INFORMATION AGENCY:

**H2O PLUS WATER
TREATMENT COMPANY :**

MARK FOR REDACTION

WILSON T. BUERANO JR.
Deputy Director-General

MARK FOR REDACTION

JANE L. TIU
General Manager

SIGNED IN THE PRESENCE OF:

MARK FOR REDACTION

ATTY
End-User Representative

MARK FOR REDACTION

MARY ESTHER F. SANTOS
(Supplier Rep. as Witness)

NOTARIAL ACKNOWLEDGEMENT

Republic of the Philippines)
City of QUEZON CITY, MM) S.S.

QUEZON CITY, MM

APR 11 2024

BEFORE ME, Notary Public for and in the above jurisdiction, this ____ day of _____ 2024, personally appeared and presented sufficient proof of identification:

WILSON T. BUERANO JR. ID No: _____ Issued at/on: _____
JANE L. TIU ID No: SSS UMNO CAN-0033-4331753-4 Issued at/on _____

All known to me to be the same persons who executed and voluntarily signed the foregoing document consisting of only ____ pages including this page of Acknowledgement, which they acknowledged to me as their own free and voluntary act and deed.

IN WITNESS WHEREOF, I hereto affixed my signature and seal on the date and place first above mentioned.

NOTARY PUBLIC

Doc. No. 138 ;
Page No. 28 ;
Book No. 161 ;
Series of 2024

MARK FOR REDACTION

ATTY. R
NOTARY PUBLIC
My Commission expire on: Dec.31, 2025
Admin. Matter No. NP-067(2024-2025)
PTF No. 5555358 01/03/2024-Q.C.
IBP OR No. 397268 01/05/2024-Q.C.
ROLL No. 68465
MCLE Compliance No. VII-0021672 Valid until April 14, 2025
Unit 312 Acre Bldg. 137 Maikas St.,
Brgy. Central, Quezon City