

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

MAY
of 27 2020 This contract for the supply of purified drinking water, made and executed this ____ day of 27 2020 in Pasay City, Philippines, by and between;

OVERSEAS WORKERS WELFARE ADMINISTRATION (OWWA), represented by its **Administrator HANS LEO J. CACDAC**, of OWWA Center Building cor. 7th Street and F.B. Harrison St., Pasay City, Philippines, hereinafter called the "**BUYER**" of the one part;

-and-

PISHON INDUSTRIES INCORPORATED duly organized and registered with the Securities and Exchange Commission, existing under and by virtue of the laws of the Republic of the Philippines, with business address at 32 Bicameral Road Violago Subd., Batasan Hills, Quezon City represented herein by its General Manager, **Ms. MYLEEN L. BUMANGLAG**, herein referred to as the "**SUPPLIER**" of the other part;

WITNESSETH: That-

WHEREAS, BUYER is in need of Supplier to Supply and Deliver Purified Drinking Water to OWWA Center Building, located at 7th Street corner F.B. Harrison St., Pasay City and OWWA Collection Unit at POEA Bldg., cor. EDSA and Ortigas, Mandaluyong City and has awarded this contract to the **SUPPLIER** in the amount of **Five Hundred Thousand Pesos (Php500,000.00)** hereinafter called as the "**Contract Price**":

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual premises, covenants and stipulations herein set forth, the parties hereto have agreed to enter into this CONTRACT (hereinafter referred as the "**CONTRACT**") as follows;

1. **TERMS** – This agreement is effective from March to December 2020 except in violation of the terms and conditions of this agreement.
2. **PRICE** – The **BUYER** shall purchase from the **SUPPLIER** purified drinking water at the rate of **FIFTY PESOS (Php50.00) VAT Inclusive per five gallons**. The **SUPPLIER** shall allow the **BUYER** to use the required dispensers and containers free of charge. The **BUYER** shall however be liable for the loss or damage of such dispensers and containers except when caused by ordinary wear and tear or any fortuitous event.
3. **WARRANTIES** – The essence of this contract is the supply of safe, clean and purified water. The **SUPPLIER**, **THEREFORE** warrants that the purified drinking water, subject hereof and all its appurtenances are clean, safe and free from any contaminants and chemicals which may be harmful to human health.

The **SUPPLIER** shall submit to the **BUYER** a Certified True Copy of its Monthly Water Laboratory Test Result on or before the 2nd working day following the report month. The **SUPPLIER** shall hold the **BUYER** free and harmless from any liability for any illness, injury or death arising from the consumption of the purified water herein.

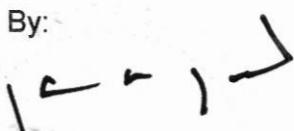
4. **REPAIR AND MAINTENANCE** - To maintain good working and sanitary conditions of the dispensers/bottles, the **SUPPLIER** shall conduct regular service maintenance at least once a month or as the need arises. In the event of malfunction of any Dispenser, the **SUPPLIER** shall immediately replace parts, in case of minor breakdown, or immediate replacement of the whole unit, in case of major breakdown. The cost of repair shall be shouldered by the **SUPPLIER**.

5. **COVENANTS** – This agreement is entered into on the basis of the commitment of the BUYER to purchase from the SUPPLIER at least **ONE THOUSAND (1,000) bottles per month of purified water**. The SUPPLIER shall deliver sufficient purified water regularly to the BUYER twice a week enough for a weekly consumption. The SUPPLIER shall ensure monitoring of water consumption by BUYER and ensure constant availability of water on-site. Delivery of purified water shall be made at its office in OWWA Center Building, located at 7th Street corner F.B. Harrison St., Pasay City, NRCO Office, Intramuros Manila and OWWA Collection Unit at POEA Bldg., cor. EDSA and Ortigas, Mandaluyong City
6. **PAYMENTS** – At the end of every month, the SUPPLIER may bill the BUYER for the actual delivered and received purified drinking water. The BUYER shall facilitate check payment and pay the SUPPLIER within fifteen (15) working days upon receipt of the Statement of Accounts.
7. **SURRENDER** – Upon expiration or earlier termination of this Agreement, for the breach of any term or condition hereof, the SUPPLIER upon prior coordination is hereby authorized to enter the premises of the BUYER where the dispensers and containers may be located to repossess the same and for this purpose.
8. The SUPPLIER shall pay taxes in full and on time and that failure to do so will entitle the BUYER to suspend payments due to the SUPPLIER.
9. **LITIGATION** – Should litigation in court become necessary for the enforcement of the terms and conditions of this Agreement and for the protection of the interest of either party, it is agreed and understood that the case shall be filed with the proper courts of Pasay.

IN WITNESS WHEREOF, THE PARTIES, through their authorized representatives have hereto affixed their signatures this _____ day of ^{MAY} 27 2020, 2020 at Pasay City, Metro Manila.

**OVERSEAS WORKERS
WELFARE ADMINISTRATION**

By:


HANS LEO J. CACDAC
Administrator

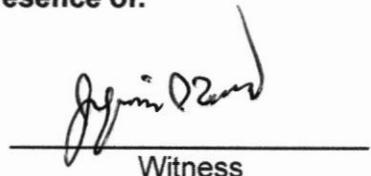
**PISHON INDUSTRIES
INCORPORATED**

By:


MYLEEN L. BUMANGLAG
General Manager

Signed in the Presence of:


NIMFA C. UNICA
Witness


Witness

CERTIFIED FUNDS AVAILABLE:


KAREN JOY B. PADDUYAO
Chief, Accounting Division

03N 2020 - 03 - 021

ACKNOWLEDGEMENT

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

MAY 27 2019 **BEFORE ME**, a Notary Public for in the City of QUEZON CITY, this _____ day of _____, 2019 personally appeared, **Administrator HANS LEO J. CACDAC** representing **OVERSEAS WORKERS WELFARE ADMINISTRATION** with Residence Certificate No. _____ issued on _____ at _____, and **Ms. MYLEEN L. BUMANGLAG**, representing **PISHON INDUSTRIES INCORPORATED**, with Residence Certificate No. _____ issued on _____ at _____, known to me to be the same persons who executed this foregoing instrument and that they acknowledged to me that the same is their own free act and voluntary deed as well as the free act purposes therein set forth.

This instrument, consisting of three (3) pages including the page on which this acknowledgement is written, refers to an Agreement signed by the parties and their instrumental witness at page (3) and on the left margin of each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at QUEZON CITY, Philippines, this _____ day of MAY 27 2020.

Notary Public

ATTY. YOLANDA O. ALFONSO
NOTARY PUBLIC

Until December 31, 2020

PTR No. 9100022 C-11-3-19

IBP No. 067442

ADM. MATTER No. NP-203 (2019-2020)

Roll No. 17738

MCLE EXEMPTED

Address: No. 34 Assets St., GSIS Vill., Proj. 8, Q.C

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