

## CONTRACT AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This contract for the supply of purified drinking water, made and executed this 15 day of APR 2018 in Pasay City, Philippines, by and between;

**OVERSEAS WORKERS WELFARE ADMINISTRATION (OWWA)**, a government agency with principal office address at OWWA Center, 7<sup>th</sup> Street corner F.B. Harrison Street, Pasay City, Metro Manila, represented by **HON. HANS LEO J. CACDAC**, Administrator, hereinafter referred to as **BUYER**;

-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**;

WITNESSETH: That-


**WHEREAS**, BUYER is in need of supplier to supply and deliver purified drinking water to OWWA Center Building, located at 7<sup>th</sup> 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** being the lowest offer to supply the same to the **BUYER**, subject to the terms and conditions contained therein;


**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 01 April to 31 December 2018 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 **FORTY-FIVE PESOS (Php45.00) 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 2<sup>nd</sup> 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 Dispenser/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**.

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Date: <u>5/18/18</u>	Time: <u>2:30 PM</u>
Copy Control No: _____	<u>01</u>



5. **COVENANTS** – This agreement is entered into on the basis of the commitment of the BUYER to purchase from the **SUPPLIER** at least **SIX HUNDRED FIFTY (650) 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 7<sup>th</sup> Street corner F.B. Harrison St., Pasay City 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 15 day of APRIL, 2018 at Pasay City, Metro Manila.

**OVERSEAS WORKERS  
WELFARE ADMINISTRATION**

**PISHON INDUSTRIES  
INCORPORATED**

By:

By:

**BRIGIDO J. DULAY**  
Deputy Administrator for Operations

**MYLEEN L. BUMANGLAG**  
General Manager

Signed in the Presence of:

Berna P. Del Castillo  
**BERNA P. DEL CASTILLO**

Fernie Pacollan  
**FERNIE PACOLLAN**


CERTIFIED FUNDS AVAILABLE:

**KAREN JOY B. PADDUYAO**  
OIC, Accounting Division

₱ 203,250.-

1.2-3

4/13/2018

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ACKNOWLEDGEMENT

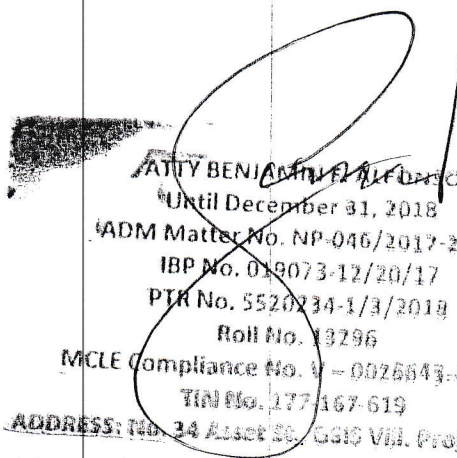
Republic of the Philippines  
City of QUEZON CITY ) S.S.

BEFORE ME, a Notary Public for in the City of QUEZON CITY, this APR 15 2018 day of 2018 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 APR 15 2018 day of \_\_\_\_\_, 2018.

Notary Public

  
JATTY BENJAMIN ALONSO  
Until December 31, 2018  
ADM Matter No. NP-046/2017-2018  
IBP No. 019073-12/20/17  
PTR No. 5520234-1/3/2018  
Roll No. 19296  
MCLE Compliance No. 1 - 0026643-4/3/16  
TIN No. 177167-619  
ADDRESS: No. 24 Alser St., GIS VIII, Project 2,

Doc. No. : 518  
Page No. : 2/20  
Book No. : HP  
Series of 2018

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