

Contract Agreement Form

MAR 10 2021

THIS AGREEMENT made the ____ day of March 2021 between **Morong Water District** of the Morong, Rizal, Philippines (hereinafter called "the Entity") of the one part and **JB Janz Marketing** of Quezon City, Metro Manila, Philippines (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Supply and Delivery of Water Service Connection Materials** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **TWO MILLION TWO HUNDRED NINETY EIGHT THOUSAND SIX HUNDRED NINETY EIGHT PESOS AND THIRTY EIGHT CENTAVOS ONLY (Php 2, 298, 698.38)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Entity's Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
5. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for Three (3) Years on Water Meter and One (1) Year on Fittings after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever comes first.

The obligation for the warranty shall be discovered by either in a form of cash or cashier's/manager's check issued by a Universal or Commercial Bank or Bank draft/guarantee or credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank equivalent to five percent (5%) or surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security equivalent to thirty percent (30%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period: Provided, however, that the goods supplied are free from

patent and latent defects and all the conditions imposed under the contract have been fully met.

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.

MORONG WATER DISTRICT

Entity

By:

DICKSON A. SAN JUAN
General Manager

JB JANZ MARKETING

Supplier

JEFFREY T. ONG
Proprietor

Signed in the presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
MORONG RIZAL
PASIG CITY

MAR 10 2021

BEFORE ME, a Notary Public in and for the above jurisdiction, this ____ day of _____ 2021, personally appeared **DICKSON A. SAN JUAN** in his capacity as General Manager of **MORONG WATER DISTRICT (MOWAD)** and **JEFFREY T. ONG** of **JB JANZ MARKETING** in his capacity as Proprietor, as follows:

DICKSON A. SAN JUAN

Type of I.D. UMID

I.D Number: CRN-006-0099-5388-0

JEFFREY T. ONG

Type of I.D. Drivers License

I.D Number: N01-88-075774

But known to me and to me known to be the same persons who executed the foregoing instruments and they acknowledged to me the same as their free and voluntary act and deed of the entities, which they represent.

IN WITNESS WHEREOF, I have hereunto set my hand notarial seal on the date, year and place first herein above written.

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Series of 2021

ATTY. RENATO E. DE JESUS

NOTARY PUBLIC

Notary Public

Until December 31, 2022

ROLL NO. 19939

IBP NO. 130644

PTR NO. 7187110

APPOINTMENT NO. 35 (2021-2022)