

CONTRACT AGREEMENT
No. RFQ-003-2023

THIS AGREEMENT made this 13 ^{JUN} ~~May~~ 2023 between **PHILIPPINE FIBER INDUSTRY DEVELOPMENT AUTHORITY (PhilFIDA)** with principal address at 3/F DA-PCAF Building, DA Compound, Elliptical Road, Diliman, Quezon City (hereinafter called "the Entity") of the one part and **NEWARK SPRING WATER CORP.** with office address GF ADW Corporate Center, 43 Catalina Subd., Rosario Pasig City (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **Supply and Delivery of Purified Drinking Water for One (1) Year (June 1, 2023 to May 31, 2024)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Sixty Seven Thousand Seven Hundred Eighty Three and Sixty Eight Centavos (PhP67,783.68)** (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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz:
 - a) The Supplier's Price Quotation;
 - b) Job Order No. 025-2023
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and the remedy defects therein conformity in all respects with the provisions of the Contract.
4. Aside from the liquidated damages to be paid by the supplier in case of delay as stipulated in the Supplier's Price Quotation, the Procuring Entity may rescind this Agreement in case of the unreasonable failure of the Supplier to deliver the goods and services. Such rescission, may be done extra judicially by the Procuring Entity.
5. Any court action which may accrue in relation to this Agreement shall be tried exclusively in the Regional Trial Courts of Quezon City Hall.
6. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provisions of the goods 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.

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.






ANNRAY V. RIVERA, MMNSA
OIC-Executive Director III



for:

*Philippine Fiber Industry
Development Authority*



JHARRA MAE BICERA
Account Manager

for:

Newark Spring Water Corp.



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

QUEZON CITY

BEFORE ME, a NOTARY PUBLIC for and in QUEZON CITY personally
appeared on this 13th day 2023 at

NAME	I.D. No.	OFFICE
ANNRAY V. RIVERA	001	PhilFIDA, Quezon City
JHARRA MAE BICERA	PO 2478088	Newark Spring Water Corp.

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free and voluntary act and deed and that of the entities which they respectively represent.

This instrument refers to a Supply Contract consisting of three (3) pages including this page on which this Acknowledgement is written, signed by the parties hereto and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL, on the date and place above mentioned.

Doc. No. 277
Page No. 57
Book No. 20
Series of 2023

Concepcion M. V. Arena
ATTY. CONCEPCION M. V. ARENA
Notary Public for Quezon City
Until December 31, 2023
PTR No. 3716371 / January 3, 2023 Q.C
IBP No. 167803 / November 25, 2021 Q.C
Roll No. 30457 / 05-09 1980
MCLE VII-0006094 / 09-21-2021
ADM. MATTER No. NP-005 (2022-2023)
TIN NO. 131-942-754

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