

SERVICE CONTRACT FOR THE SUPPLY OF DRINKING WATER



KNOW ALL MEN BY THESE PRESENTS:

This SERVICE CONTRACT executed and entered into by and between:

OFFICE OF THE OMBUDSMAN (VISAYAS), a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Department of Agriculture RO-7 Compound, M. Velez St., Guadalupe, Cebu City, represented by **DANTE F. VARGAS**, Deputy Ombudsman for the Visayas, herein referred to as the "VENDEE".

-and-

LIVINGWATER, with business address at JL Bldg. Montinola St., Aurora Subdivision. Brgy. Villa Anita, Iloilo City, represented by **MA. JENNY QUINTO**, Proprietor, referred as the "VENDOR";-

WITNESSETH:

WHEREAS, the VENDEE desires to engage the services of the VENDOR for the supply and delivery of potable drinking water.

WHEREAS, the VENDOR has represented and warranted itself as capable' competent and duly licensed provider of safe, bacteria free, clean and potable drinking water under the terms and conditions hereinafter set forth;

WHEREAS, VENDEE has agreed to enter into a contract with the VENDOR for the engagement of its service.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties have agreed to enter into this agreement under the terms and conditions set forth below.

ARTICLE I - SCOPE OF SERVICES OF THE VENDOR

The VENDOR shall:

- 1.1. Supply the drinking water requirements of VENDEE, which is estimated to be a total of nine Hundred Sixty (960) containers during the duration of this contract;
- 1.2. Supply the drinking water requirements of VENDEE, at least TWELVE (12) containers (5 Gallons) per week.
- 1.3. Submit every month a Certificate of Water Analysis of its water supply conducted by an accredited testing center of the Department of Health (DOH) showing that its current

water supply passed the Philippine National Standards for Drinking water 2007 per DOH Administrative Order No. 2007-0012 dated 09 March 2007;

1.4. Provide free of charge at any time during the duration of this Contract, one (1) unit of hot and cold water dispensers;

1.5. Use only patented one (1) time use cap for its containers which must be replaced not later than every six (6) months for the entire duration of this Agreement;

1.6. Adjust the quantity of drinking water to be supplied and/or delivered to VENDEE according to the needs or order of VENDEE from month to month;

1.7. Deliver and pick-up the water containers every afternoon, or as may be required by VENDEE upon reasonable prior notice; and

1.8. Perform Service and Maintenance of hot and cold water dispensers every quarter, or more often upon request, and in case of damaged/defective hot and cold water dispensers, provide replacement unit/s within twenty four (24) hours from notice.

ARTICLE II - RESPONSIBILITIES OF VENDEE

VENDEE SHALL:

2.1. Designate the areas within its Office where the water dispensers to be supplied by the VENDOR shall be situated;

2.2. Use the water dispensers and containers with proper care and promptly report to the VENDOR all defects thereof; and

2.3. Provide the VENDOR with information as to the quantity of drinking water it requires for each week month (based on the number of five-gallon containers), with the option to adjust said number depending on its needs for each week.

ARTICLE III – VENDOR’S REPRESENTATIONS AND WARRANTIES

The VENDOR represents and warrants that:

3.1. It shall exercise due diligence in the performance of its obligations and shall fully comply with all applicable laws and regulation and sound health practices;

3.2. It is duly licensed by the appropriate Government authorities, or it has a license from the Department of Health - Food and Drug Administration to undertake the work described in this Agreement; and

3.3. It is employing competent staff and observes proper hygienic handling of all its supplies and equipment, including the water dispensers and containers supplied to VENDEE.

ARTICLE IV - CONTRACT PRICE, PAYMENT TERMS AND CONDITIONS

4.1. Contract price per container (5 gallons) is Php 37.00;

4.2. Payments are subject to applicable taxes that may be prescribed by the government.

4.3. VENDEE shall deliver the payments to the VENDOR within thirty (30) calendar days from receipt of the billing statement from the VENDOR together with the delivery

receipts, sales invoice duly received by the VENDEE's authorized representative, and the Certificate of Water Analysis mentioned in Article 1.2 hereof.

4.4. The Expanded Withholding Tax (EWT) due to the government shall be withheld by the VENDEE from any payment made to the VENDOR. The EWT deducted by VENDOR shall be at the rate prescribed by the Bureau of Internal Revenue (BIR), and shall be remitted directly to the BIR. It shall be indicated in the creditable withholding tax return to be filed with the BIR that the tax being withheld is to be credited to the VENDOR.

4.5. In case the requirements of VENDEE exceed nine hundred sixty (960) five-gallon containers, the VENDOR shall provide additional drinking water supply under the same terms;

4.6. In the event of missed delivery, the VENDEE reserves the right to procure drinking water from other sources. The VENDOR on the other hand, must allow the VENDEE to make use of their issued containers for the said purchase.

4.7 VENDEE shall have the right to suspend in whole or in part, any payment due to the VENDOR under the Agreement in the event of refusal on the part of the VENDOR to perform its obligations under this Agreement in an acceptable manner i. e., failure to deliver the minimum supply for two (2) consecutive weeks, result of water analysis is higher than the standard, cleanliness of the containers is not met, and/or failure to provide/replace water dispenser.

ARTICLE V - TERM AND TERMINATION

5.1. The Agreement shall be for a period of one (1) year commencing on MAR 01 2025.

5.2. VENDEE shall have the right to terminate this Agreement upon giving the SUPPLIER written notice at least ten (10) calendar days prior to the intended date of termination.

5.3. Extension of this agreement on a month-to-month basis for a maximum of six (6) months is considered upon written notice of the VENDEE, at least fifteen (15) days from the date of expiration.

5.4. In cases of merger, consolidation and/or change in name of the VENDOR, the VENDOR shall likewise provide VENDEE the necessary assistance to ensure a smooth transition. For the avoidance of doubt, the surviving or consolidated corporation shall assume all liabilities and obligations under the terms of this Agreement, provided that the VENDOR and/or the surviving or consolidated corporation submit proof of such merger or consolidation acceptable to VENDEE.

ARTICLE VI - FORCE MAJEURE

6.1 In case of the occurrence of force majeure, such as but not limited to earthquakes, storms, floods, fires, epidemics, pandemics, strikes and other concerted labor actions, civil unrests, riots, wars, or any other unforeseen or unavoidable disaster or event which shall be beyond the control of a Party, the Party affected shall be excused from performing its obligation under this Agreement for a period equivalent to the number of days that they are affected or prevented by the event of force majeure, provided that:

a. The force majeure is the proximate cause which delayed or prevented the Party's performance of its obligation under this Agreement;

b. The Party concerned took all possible measures to overcome and mitigate the effects of such force majeure;

c. The Party affected shall inform the other party in writing of the occurrence as well as the abatement of such force majeure, including a detailed description thereof and the measures taken to overcome and mitigate the effects of the same; and

d. Each Party shall hold the other free from any liability, claims, and/or damages of any kind and nature arising from or in connection with the occurrence of any force majeure, as well as for those incidents or events attributable to Third Parties.

ARTICLE VII - GOVERNING LAW AND VENUE OF ACTION

7.1 This Agreement shall be governed and construed in accordance with the provisions of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act and other applicable laws of the Republic of the Philippines. Venue of all actions arising from this Agreement shall be brought exclusively to the jurisdiction of the appropriate courts of in Iloilo City, Philippines.

ARTICLE VIII - ACKNOWLEDGMENT OF TRANSPARENCY OF TRANSACTION

8.1. The VENDOR acknowledges that under existing VENDEE policy, no gift, fee, commission or benefit in favor of any of VENDEE'S officers and/or employees and/or any other persons is required as a condition to, or as an additional consideration for, the award of the Agreement to the VENDOR. The VENDOR further acknowledges that under VENDEE'S Code of Ethics, VENDEE'S personnel have the duty to report to superior officers any possible violation of the policy.

8.2. The VENDOR is aware that VENDEE is a government-owned corporation and that the receipt by any of VENDEE'S officers and/or employees and/or other persons, as well as the giving by the VENDOR unless opportunely disclosed pursuant to the provisions of Presidential Decree No. 749) of such gift, fee or commission, are crimes punishable under the provisions of the Anti-Graft and Corrupt Practices Act (R.A. 3019), as well as under other applicable laws and governing presidential decrees.

ARTICLE IX- NOTICES

9.1. All notices, demands, requests, or other communications under this Agreement shall be in writing.

ARTICLE X - SEVERABILITY AND NON-ASSIGNABILITY

10.1. Should any provision of this Agreement be declared or become wholly or partly illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions of this Agreement shall not be affected as a result. The same applies in case the Agreement contains a gap in its provisions. Instead of the provisions which are ineffective or impracticable, or to fill the gap, a suitable provision should apply which, insofar as legally possible, comes closest to the original intention of the Parties. Should individual stipulations exceed the duration of this Agreement, such stipulations will remain valid even after the effectivity thereof.

ARTICLE XI - ENTIRE AGREEMENT

11.1. Both Parties acknowledge that this Agreement constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ .

OFFICE OF THE OMBUDSMAN

LIVINGWATER


DANTE F. VARGAS
Deputy Ombudsman for the Visayas


MA. JENNY QUINTO
Proprietor

SIGNED IN THE PRESENCE OF:


Assistant Ombudsman


JESSIE MAE PEDROSA

ACKNOWLEDGEMENT FOLLOWS

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
ILOILO CITY) S.S

BEFORE ME, this MAR 05 2025 in ILOILO CITY,
personally appeared the following who satisfactorily proven to me their respective
identity through the following competent evidence of identity:


Name	Identification Card presented with ID No./ Community Tax Cert. (Date & Place Issued)
DANTE F. VARGAS	OMB ID NO. 220005


G. J. M. GALLETO
Assistant Ombudsman

and who represented to me that (i) the foregoing Security Services Agreement consisting of seven (7) pages including the page where this Acknowledgement is written is integrally complete; and (ii) the signatures appearing in the foregoing were voluntarily affixed by the above-mentioned individuals for the purposes stated, and who all declared that they have all executed the foregoing as their free and voluntary act and deed and the corporations/offices they represent.

WITNESS MY HAND AND SEAL on the date and at the place above-written.

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Series of : 2025


ATTY. JOE ANN G. GALLETO
Notary Public for the City and Province of Iloilo
Not. Comm. Reg. No. 58 until December 31, 2025
Roll of Attorneys No. 72349
PTR NO. 7279621 / Jan. 11, 2024 / Province of Iloilo
IBP No. 301123 / Jan. 02, 2024 / Pasig City
MCLE Compliance No. VII-0606426 valid until 4-14-2025



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ILOILO) S.S

BEFORE ME, this JAN 30 2025 in the City of Iloilo, personally appeared the following who satisfactorily proven to me their respective identity through the following competent evidence of identity:

Name	Identification Card presented with ID No./ Community Tax Cert. (Date & Place Issued)
MA. JENNY QUINTO	DRIVER'S LICENSE# F09-16-003752 / 05/29/2024 Iloilo City

and who represented to me that (i) the foregoing Security Services Agreement consisting of seven (7) pages including the page where this Acknowledgement is written is integrally complete; and (ii) the signatures appearing in the foregoing were voluntarily affixed by the above-mentioned individuals for the purposes stated, and who all declared that they have all executed the foregoing as their free and voluntary act and deed and the corporations/offices they represent.

WITNESS MY HAND AND SEAL on the date and at the place above-written.

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Series of : 2025

Ronald Samador
ATTY. RONALD SAMADOR
NOTARY PUBLIC
Commission No. 57 Until December 31, 2025
Roll of Attorney No. 65364
IBP Official Receipt No. 415596 / 01-10-2024 Pasig City
PTR No. 7279622 / 01/11/2024 Iloilo City
MCLE Compliance No. VI-0006323
Valid Until April 14, 2025