

Republic of the Philippines  
**DEPARTMENT OF ENERGY-VISAYAS FIELD OFFICE**  
3<sup>rd</sup> and 5<sup>th</sup> Floor Escario Building,  
731 N. Escario Street, Cebu City

**CY 2024 CONTRACT FOR DRINKING WATER SUPPLY**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract made and entered into this \_\_\_\_\_ day of MAY 20 2024 by and between:

The **DEPARTMENT OF ENERGY (DOE)**, a government agency created under Republic Act (R.A.) No. 7638, as amended thru its Visayas Field Office, with office address at 3<sup>rd</sup> and 5<sup>th</sup> Floor Escario Building, 731 N. Escario Street Cebu City, represented herein by its OIC for Visayas Field Office, **DIR. RENANTE M. SEVILLA**, hereinafter referred to as the "**CLIENT**";

-and-

**JYP WATER EQUIPMENT AND SUPPLIES TRADING**, a single proprietorship duly organized and existing under the laws of the Republic of the Philippines, with address at Humay-Humay Road, Gun-ob, Lapu-Lapu City, Cebu represented in this Act by its Proprietor, **JULIETO Y. PEDRANO**, hereinafter referred to as the "**CONTRACTOR**".

The **CLIENT & CONTRACTOR** are hereinafter collectively referred to as "**PARTIES**" and individually as "**PARTY**".

**WITNESSETH: That**

**WHEREAS, CLIENT** is in need of a duly licensed supplier of drinking water for its office located at the 3<sup>rd</sup> and 5<sup>th</sup> Floor Escario Building, 731 N. Escario Street Cebu City;

**WHEREAS, CONTRACTOR**, being a duly licensed supplier of drinking water, had offered to supply the aforementioned drinking water requirements of **CLIENT** together with hot and cold water dispenser;

**WHEREAS, CONTRACTOR** had submitted the lowest calculated and responsive bid for the said drinking water supply.

**WHEREAS**, the **CLIENT** invites bids for the procurement of **DRINKING WATER SUPPLY** for **CY 2024** and has accepted a bids by the **CONTRACTOR** for the supply of goods

and services in the sum of **TWENTY ONE THOUSAND SIX HUNDRED PESOS (Php 21,600.00)** (hereinafter called "the Contract Price").

**NOW, THEREFORE**, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations herein below set forth, the **PARTIES** herein have agreed, as they do hereby agree as follows:

1. **CONTRACTOR** agrees and undertakes to provide **CLIENT** with at least **Fifteen (15)** bottles of 5-gallon purified drinking water with non-spill caps every week and install **Two (2) Electric Hot and Cold Water Dispenser** for instant dispensing of the drinking water at **CLIENT's** office located at the 3<sup>rd</sup> and 5<sup>th</sup> Floor of Escario Building, 731 N. Escario Street Cebu City. The **CONTRACTOR** shall ensure that the water dispensers provided are always in good working condition throughout the duration of this Contract. The **CONTRACTOR** further agrees to deliver a number of filled containers per week equal to not more than or not lesser than the total number of empty containers the **CONTRACTOR** retrieves from the **CLIENT** for the week immediately preceding the delivery
2. **CONTRACTOR** further agrees to provide the following services to **CLIENT**:
  - 2.1 Supply **CLIENT** with at least **Fifteen (15) bottles of 5-gallon purified drinking water** with non-spill caps weekly or a maximum of ninety (90) bottles of 5-gallon purified drinking water per month in a staggered manner depending on the needs of the **CLIENT** during the lifetime of this Contract;
  - 2.2 Supply **CLIENT** with two (2) units of Electric Hot and Cold Water Dispenser free-of-charge with an option by **CLIENT** to request for additional dispenser also free of charge;
  - 2.3 Deliver the drinking water to **CLIENT's** premises at the aforementioned address within the day or one day upon receipt of approved Purchase Order;
  - 2.4 Provide free maintenance of water dispenser installed at **CLIENT's** premises on a monthly basis or as often as may be necessary, which includes thorough cleaning, check-up and immediate replacement of parts in case of breakdown or replacement of water dispenser within 24 hours if found defective or when it cannot be repaired within two (2) days time. Repair and replacement of parts shall not be charged to the **CLIENT**;
  - 2.5 Provide spare water dispensers to replace the existing water dispenses provided at the **CLIENT's** premises during the conduct of maintenance and general cleaning;



2.6 Perform inspection and maintenance services upon receipt of notification/report from **CLIENT** within regular office hours, Monday through Friday from 8:00 a.m. to 5:00 p.m.

3. For and in consideration of the services to be rendered by **CONTRACTOR** to **CLIENT** in accordance with this Contract, the latter shall pay the former the amount of **THIRTY PESOS (Php 30.00)** per 5-gallon container (contents only) delivered inclusive of any and all kinds of taxes, fees, charges and other legal exactions. **CONTRACTOR** hereby agrees that there shall be no escalation of the Contract price during the term of this Contract. **CLIENT** shall pay **CONTRACTOR** within fifteen (15) working days after receipt from **CONTRACTOR** of the billing statement with the corresponding invoices for the delivered 5-gallon containers of drinking water of the preceding month;
4. This Contract shall be effective beginning on 1 May 2024 and shall continue in full force and effect until 31 December 2024. The payment for the supply and delivery of drinking water shall be based on the actual bottles delivered not exceeding the maximum consumption of ninety (90) bottles per month or until such time that the Contract Price (TCP) has been fully consumed. In the event **CLIENT** is prevented from doing business due to war, civil commotion, strike and labor dispute among **CLIENT's** employees, Acts of God, force majeure or any other cause beyond its control, this Contract shall be deemed suspended during the existence of any of the foregoing causes. Upon the termination or cessation of the force majeure condition, this Contract shall be deemed effective and its duration extended for the time of suspension thereof, unless **CLIENT** terminates this Contract by reason of such force majeure causes by giving **CONTRACTOR** seventy-two (72)-hours prior written notice.
5. The **PARTIES** expressly agree that the services rendered herein are extremely vital to **CLIENT**, such that in the event of any cause or reason beyond the control of **CONTRACTOR**, such as strikes, lockouts or labor disputes among **CONTRACTOR's** employees which may otherwise disrupt or prevent **CONTRACTOR** from performing or rendering the services herein, **CLIENT** shall have the right to terminate this Contract by giving **CONTRACTOR** seventy-two (72)-hours prior written notice;
6. **CLIENT** hereby reserves the right to rescind, terminate or abrogate this Contract with **CONTRACTOR** upon seventy-two (72)-hours prior written notice to the latter in any of, but not limited to, the following instances:
- a) submission of falsified or forged license as well as other falsified documents and reports; and

- b) breach by **CONTRACTOR** of its obligations and the terms and conditions under this Contract.
7. **CONTRACTOR** warrants that it or any of its officials or representatives, has not given or promised to give any money or gift to any employee/official of **CLIENT** to influence the decision regarding the awarding of this Contract, nor **CONTRACTOR** or its officials or representatives have exerted or utilized any unlawful influence on any employee/office of **CLIENT** to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage, or contingent fee. **CONTRACTOR** hereby agrees that breach of these warranties shall be sufficient ground for **CLIENT**, at its discretion, to terminate or cancel this Contract, or deduct such commission, percentage, brokerage, or contingent fees from the Contract price without prejudice to **CLIENT**'s or any other person's civil or criminal liability under the Anti-Graft Law and other applicable laws;
8. **CONTRACTOR** warrants that it shall obtain and maintain the necessary permits, licenses and safety standards required by national and local authorities, or by civilian or military authorities, in order to continue operating legally and ensure that its products, in particular, the drinking water subject of this Contract is safe for human consumption.
9. **CLIENT** reserves the right to subject twice a month and/or at any given time the delivered drinking water and any container and/or dispenser of **CONTRACTOR** for inspection or testing at random by any reputable testing laboratory or by an appropriate government agency at the expense of **CONTRACTOR** to determine whether the supplied drinking water and/or dispenser/cylinder is safe for human consumption/usage.
10. Any taxes, duties, fees, charges and all other legal exactions arising by virtue of this Contract shall be for the account of **CONTRACTOR**. It is further understood that **CLIENT** shall deduct and withhold the applicable withholding taxes, if any and if deemed necessary, from its payments to **CONTRACTOR** under this Contract pursuant to the requirements of law;
11. If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby;
12. As much as possible, disputes shall be settled amicably between the **PARTIES**. However, in the event either **PARTY** to this Contract shall take judicial action, the **PARTIES** agree that venue for purposes thereof shall be laid exclusively with the proper courts in Taguig City, Metro Manila or Cebu City to the exclusion of other courts and that writs of attachment, injunction, replevin, seizure, etc. issued thereby may be served and enforced anywhere in the Philippines;



13. **CONTRACTOR** is aware that **CLIENT** is a government agency and as such is subject to certain legal requirements and procedures not normally required of private corporations. **CONTRACTOR**, nevertheless, agrees that whenever such legal requirements and procedures apply to this Contract and affect its validity, effectivity or implementation, this Contract shall be considered amended accordingly so as to enable **CLIENT** to comply with such requirements. For its part, **CLIENT** undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith; and
14. In case **CLIENT** loses or destroys, intentionally or through negligence, any dispenser and/or any of the 5-gallon polycarbonate cylinders supplied by **CONTRACTOR** under this Contract, **CLIENT** shall be liable to pay the cost of the said dispenser and/or container at its acquisition cost or present market value whichever is lower or replace the lost or destroyed item/s with the same brand or specifications.

IN WITNESS WHEREOF, the **PARTIES** hereto have signed this Contract in Cebu <sup>Lapu-Lapu City</sup>  
City this \_\_\_\_\_ day of 20 MAY 2024, 2024.

**DEPARTMENT OF ENERGY  
(CLIENT)**

**JYP WATER EQUIPMENT AND  
SUPPLIES TRADING  
(CONTRACTOR)**

By:


By:

  
**DIR. RENANTE M. SEVILLA**  
OIC, Visayas Field Office

  
**JULIETO Y. PEDRANO**  
Proprietor

SIGNED IN THE PRESENCE OF:

  
**ATTY. BARRYTONE A. BUSI**  
DOE-VFO, Legal

  
**MARIA LOURDES R. PEDRANO**  
JYP Water Equipment and Supplies Trading  
Representative

  
**HELEN C. ROLDAN**

OIC-Chief, Accounting Division

Republic of the Philippines}

Off No. 01-04-06-162  
Off Date: JUNE 5, 2024  
Off No. 02-1011-0074-06-03235  
2024 JUN 11

City of Cebu.....} SS.  
X- Lapu-Lapu City -----X

### ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for the Lapu-Lapu City on this 20 day of MAY 2024, 20  , personally appeared:

**DIR. RENANTE M. SEVILLA**, with Taxpayer's Identification No. **147-724-722** issued at Cebu City, in his capacity as OIC of Visayas Field Office of the **DEPARTMENT OF ENERGY**.

-and-

**JULIETO Y. PEDRANO** with TIN No. 132-526-263 issued at Lapu-Lapu City in his capacity as Proprietor of **JYP WATER EQUIPMENT AND SUPPLIES TRADING**.

both known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed and that of the office and corporation which they respectively represent, and that they are duly authorized to sign the same.

This instrument refers to CY 2024 Contract for Drinking Water Supply by and between the **DEPARTMENT OF ENERGY** and **JYP WATER EQUIPMENT AND SUPPLIES TRADING** consisting of six (6) pages including this page on which this acknowledgement is written and have been signed by the **PARTIES** and their instrumental witnesses and stamped with my notarial seal.

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

Doc No. 232 ;

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Book No. 3 ;

Series of 2024.

**ATTY. DAVEMARK P. AUGUSTO**  
Notary Public for and in the City of Lapu-Lapu  
Notary Commission No. 664-L until Dec. 31, 2024  
Roll of Attorney No. 61864  
IBP No. 443324 / Issued 02/26/2024 / Cebu City  
PTR No. 0673745A / 01/02/2024 / Lapu-Lapu City  
Address: M.L. Quezon National Highway  
Pusok, Lapu-Lapu City, Cebu  
MCLE Compliance No. VII-0029287, April 10, 2023