

TERMS AND AGREEMENT

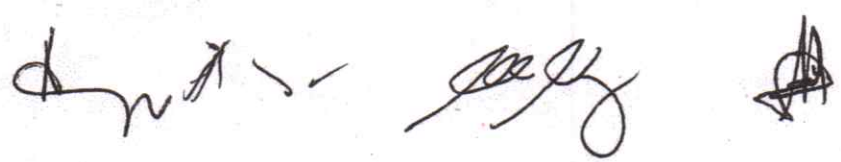
PR No. 22-09-05A-0072

This agreement is valid and binding between **CAGAYAN DE ORO CITY WATER DISTRICT (COWD)** with office address at Corrales Avenue, Cagayan de Oro City and **AJA NRW SOLUTIONS, INC.**, with office address at Unit 114, Silver City 1, Ortigas East, Brgy. Ugong 1604, Pasig City with **PR No. 22-09-05A-0072**.

The following are the terms and agreement that the **SUPPLIER** must comply:

1. The COWD hereby affirm and declare that the abovementioned supplier will be the one to *Supply and Deliver the 100 Pcs. Bend, DI, Female Adaptor (Push-in) 50mmØ x 63mmØ x 90° (FTE x SE)* with a contract price equivalent to **EIGHT HUNDRED FORTY-TWO THOUSAND FOUR HUNDRED PESOS ONLY (Php 842,400.00)**.
2. Upon the compliance of the Supplier on the form and substance provided by COWD, effectivity of this agreement is upon approval on this _____, 2023.
3. The supplier shall supply and deliver to COWD the *100 Pcs. Bend, DI, Female Adaptor (Push-in) 50mmØ x 63mmØ x 90° (FTE x SE)* in **SIXTY (60) CALENDAR DAYS** upon receipt of the Notice to Proceed.
4. The items that were delivered & supplied shall be checked according to the specification and description in the Purchase Order. And if it fails to pass the standards, COWD has the option to rescind and cancel this Contract. COWD can impose other appropriate sanctions or require the Supplier to replace the entire delivery at no cost to the COWD.
5. However, to guarantee the faithful performance of the Supplier of its obligations in the *supply and delivery of the 100 Pcs. Bend, DI, Female Adaptor (Push-in) 50mmØ x 63mmØ x 90° (FTE x SE)*, the supplier as a condition precedent for the effectivity of this Agreement and prior to issuance of Purchase Order and Notice to Proceed shall post a Performance Security in any forms and amounts provided for as follows:
 - (5% of the Total Contract Price) either in cash, managers'/cashiers' check, bank draft/guarantee confirmed by a Universal or Commercial bank, irrevocable letter of credit issued by a universal or commercial bank.
 - (30% of the Total Contract Price) Surety bond callable upon demand issued by a surety or insurance company duly certified by the insurance commission as authorized to issue such security.
6. The Performance Security shall be forfeited in the event it is established that the SUPPLIER is in default in any of its obligations under the contract.
7. The Performance Security shall remain valid until issuance by the COWD of the Inspection and Acceptance Report and shall be released to the SUPPLIER after the issuance of the Inspection and Acceptance Report.
8. The supplier will be liable for Liquidated Damages in case of delay. Subject to due notice by COWD to the Supplier, in the event that the Supplier fails to supply and deliver on schedule as specified. In case of failure to satisfactorily deliver the goods within the specified delivery schedule, the supplier shall pay liquidated damages, an amount equal to one-tenth (1/10) of one percent (1%) of the cost until such goods are finally delivered and accepted. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.
9. COWD shall have the right to charge the amounts of liquidated damages against the performance security.

RECEIVED
BAC
16 FEB 2024




10. To assure COWD that manufacturing defects shall be corrected by the Supplier, the COWD shall withheld 5% of the payment to the Supplier as retention money. Such retention money shall be released to the Supplier after three (3) months reckoned from the date of the issuance of the Final Acceptance Certificate.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of _____ 2023 at Cagayan de Oro City, Mindanao, Philippines.

CAGAYAN DE ORO CITY
WATER DISTRICT

Duly represented by

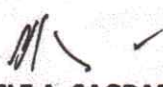

ANTONIO B. YOUNG
General Manager

AJA NRW SOLUTIONS, INC.

Duly represented by


ALLAN V. GEDANG
President & General Manager

SIGNED IN THE PRESENCE OF


LADELE A. SAGRADO
COWD Witness


MARK ANTHONY A. SAMANTE
Supplier Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Cagayan de Oro) S.S.

BEFORE ME, a Notary Public, this 11th day of MAY, 2023, at the City of Cagayan de Oro, personally appeared:

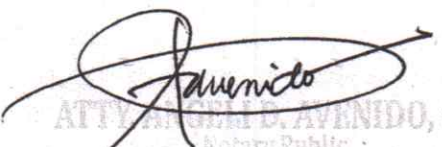
Name	CTC/Passport No.	Issued on	Issued at
ANTONIO B. YOUNG	28349272	3/30/23	CDO
ALLAN V. GEDANG	<u>PR082223A</u>	<u>26 JULY 2018</u>	<u>DFA NCR EAST</u>

known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, as well as that of the principals that they respectively represent.

I further certify that this instrument refers to as **PR#22-09-05A-0072** Agreement, consisting of two (2) pages, including the page bearing this acknowledgment, duly signed by the Parties.

WITNESS MY HAND AND SEAL.

Doc No. 149
Page No. 29
Book No. 5
Series of 2023


ATTY. ARNEL D. AVONIDO, CPA
Notary Public
NC-2022-214 - December 31, 2023
PTR No. 5560349 - Jan. 03, 2023-CDO
IBF No. 264254 - Pasig City
Roll of Attorney No. 76705-May 05, 2022
MCLE Compliance: Admitted to the Bar May 05, 2022