



Office of the President of the Philippines  
PRESIDENTIAL MANAGEMENT STAFF  
Malacañang

**Contract Agreement For Goods JUL 07 2016**

THIS CONTRACT AGREEMENT made on the \_\_\_\_\_ day of July 2016 between the **PRESIDENTIAL MANAGEMENT STAFF (PMS)** (hereinafter called the "**Entity**") and **GLOBAL QUALITY WATERS AND ENVIRONMENTAL SOLUTIONS TECHNOLOGIES, INC. (G.Q.W.E.S.T.)**, with office address at #833 Quezon Avenue, Brgy. Sta. Cruz, Quezon City (hereinafter called the "**Supplier**"):

**WHEREAS**, upon the invitation of the **Entity**, the **Supplier** submitted a bid for a one (1) year supply and delivery of purified drinking water for the PMS in the amount of Two Hundred Seventy One Thousand Three Hundred and Seventy Three Pesos only (Php 271,373.00), inclusive of appropriate taxes and fees (hereinafter called the "**Contract Price**"), which the **Entity** subsequently accepted pursuant to Bids and Awards Committee Resolution No. 31, series of 2016.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The following documents shall form part of this Agreement in accordance with Section 37.2.3 of the Revised Implementing Rules and Regulations of RA No. 9184, viz:
  - (a) The Terms of Reference, attached as **Annex A**;
  - (b) The **Entity's** Notice of Award, attached as **Annex B**; and
  - (c) The **Supplier's** price quotation, attached as **Annex C**.
2. In consideration of the payment to be made by the **Entity** to the **Supplier** as hereinbefore mentioned, the **Supplier** hereby covenants with the **Entity** to provide the goods, and remedy defects thereof in conformity with the stipulations of the Contract in all respects, without prejudice to any other obligations that may arise pursuant to the provisions of applicable laws.
3. The **Entity** hereby covenants to pay the **Supplier** the Contract Price in consideration of the provision of the goods and the remedying of defects thereof.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed by their respective duly authorized representatives on the date abovementioned.

**PRESIDENTIAL MANAGEMENT STAFF**

**G.Q.W.E.S.T. INC.**

By:

By:

*[Signature]*  
**ASEC. GUILLERMA E. FLORES**

*[Signature]*  
**MR. EDWARD C. AMOROSO**

SIGNED IN THE PRESENCE OF:

**ACKNOWLEDGEMENT**

FUNDS AVAILABLE

*[Signature]*  
**JULIE A. RAMIREZ**  
*(Notary Public)*

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

**BEFORE ME**, a Notary Public for and in the above jurisdiction, personally appeared this \_\_\_\_ day of \_\_\_\_\_ 2016, the following persons exhibiting to me their respective valid identification cards, to wit:

Name	Valid I.D.	Date/Place issued
1. Guillerma E. Flores	PMS ID No. 693	
2. Edward C. Amoroso	SSS-33-1642674-4	

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the organization or company they represent.

This instrument, which refers to the "Contract Agreement for Goods" consisting of two (2) pages including this page where the acknowledgement appears, has been duly signed by the parties on each and every page thereof.

**WITNESS MY HAND AND SEAL** on the date and place first abovementioned.

*[Signature]*  
**ATTY. ELENA M. ELLOSO**

Notary Public

IBP LIFETIME MEMBER 747059

ROLL NO 38242

Commission No. NP-159(2015-2016)

Until December 31, 2016

MCLE COMPLIANCE V - 0019354

TR No. 2489616 - 02/09/16 -Quezon City

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## TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF DRINKING WATER FOR THE PRESIDENTIAL MANAGEMENT STAFF

### I. BACKGROUND

The Presidential Management Staff (PMS) continuously provides safe drinking water for PMS personnel. In view thereof, there is a need to conduct a procurement process for the one-year supply thereof.

### II. LEGAL BASIS

The Collective Negotiation Agreement (CNA) between the PMS and the PMS-Employees Association (PMS-EA) states that *"PMS shall provide adequate supply of safe purified or mineral water in employees' workplace."*

### III. SCOPE

This TOR shall govern solely the procurement (involving supply and delivery) of drinking water for PMS with estimated quantity of 6,311 containers (5 gallons per container), and the provision of nine (9) units of water dispensers during contract implementation at no cost to PMS.

### IV. TERMS AND CONDITIONS

The prospective bidders shall bid for the supply and delivery of purified drinking water to the Presidential Management Staff at the First Residences Condominium, J. P. Laurel Street, San Miguel, Manila.

### V. DELIVERABLES/REQUIREMENTS FROM THE SUPPLIERS

1. The aforementioned quantity may be increased or decreased by PMS based on its actual requirements.
2. The bid price shall be on a per container basis.
3. The supplier shall provide nine (9) units of brand new hot and cold water dispensers to PMS during contract implementation at no cost to PMS.
4. Upon submission of bids, the supplier shall submit certified true copies and present the original copies of the certification that it has passed the microbiological/bacteriological test undertaken by a DOH-accredited water testing laboratory within the last thirty (30) days and physical-chemical tests undertaken by a DOH-accredited water testing laboratory within the last six (6) months.

5. The supplier shall also submit a Sanitary Permit issued by the Local Government Unit's Health Office.
6. Upon implementation of the contract, the supplier shall regularly submit certified true copies and present the original copies of the certification that it has passed the abovementioned water tests issued within the last thirty (30) days. The schedules are cited below:

Water Analysis	Date of submission to PMS
Microbiological/bacteriological	Every 7 <sup>th</sup> day of the month
Physical-chemical	Every 7 <sup>th</sup> day of the first month of every semester

7. The supplier shall conduct quarterly maintenance/cleaning of all the hot and cold water dispensers.
8. The supplier shall allow PMS to have access to its facilities during the conduct of an ocular inspection of its water refilling station before contract implementation.
9. The supplier shall conduct a one-day training on the proper handling of water containers and maintenance of water dispensers.

#### VI. SCHEDULE OF DELIVERY

The supplier shall deliver the purified drinking water to PMS not later than 8:00 a.m. twice a week or as may be required by PMS.

#### VII. CONTRACT COST AND PAYMENT

1. All bid prices shall be considered as fixed price, and therefore not subject to price escalation during contract implementation.
2. Payment shall be made every end of the month.
3. Contract duration is twelve (12) months upon execution of the contract.
4. Approved budget for the contract is P284,000.00.

Prepared by:

*Dolores D. Kahanap*  
**DOLORES D. KAHANAP**  
 Chief, AS-PSMD

Recommending Approval:

*Ronisja M. Gosiengfiao*  
**RONISJA M. GOSIENGFIAO**  
 Director, AS

Approved by:

*Ma. Vivian R. Puno*  
**MA. VIVIAN R. PUNO**  
 Assistant Secretary for  
 Administrative Support



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PRESIDENTIAL MANAGEMENT STAFF  
Malacañang

**PMS-BIDS AND AWARDS COMMITTEE**

**Mr. EDWARD C. AMOROSO**  
*Account Manager*  
Global Quality Waters and  
Environmental Solutions Technologies, Inc.  
#883 Quezon Ave., Brgy. Sta. Cruz  
Quezon City

**SUBJECT: NOTICE OF AWARD**

Dear Mr. Amoroso:

We are pleased to notify you that your price quotation and proposal for the supply and delivery of drinking water for the PMS for a period of one (1) year amounting to P271,373.00 (P43 per 5-gallon container) inclusive of appropriate taxes and fees, has been accepted pursuant to PMS-BAC Resolution No. 31, s. 2016.

Should you agree with the award of the contract, please acknowledge receipt and acceptance of this notice by signing at the portion provided below. Keep a copy and return the original copy to this office at the soonest.

You are also required to formally enter into a contract with us immediately. Failure to enter into the said contract shall constitute a sufficient ground for cancellation of this award.

Thank you.

Very truly yours,

  
**Atty. JOSE WILFRIDO S. OCA, CESO II**  
*Assistant Secretary and Chairman, PMS-BAC*

*Conformé:*

  
**Mr. EDWARD C. AMOROSO**

Date: 6/30/16



June 08, 2016

**PRESIDENTIAL MANAGEMENT STAFF**  
*Bids and Awards Committee Secretariat*  
*OAS-MPC, Upper Ground Floor, First Residence Condominium,*  
*1557 J.P. Laurel St., San Miguel Manila*

**TO: Atty. JOSE WILFRIDO S. OCA, CESO II**  
*Assistant Secretary and Chairman,*  
*PMS-Bids and Awards Committee*

Dear Atty. Oca,

GREETINGS!

We are pleased to submit our formal proposal base on your TERMS OF REFERENCE.

**SCOPE OF WORK: SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER FOR THE PRESIDENTIAL MANAGEMENT STAFF**

**A. REQUIREMENTS FOR THE SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER:**

1. **Bid Amount:** Php 271,373 (PHP 43.00/Container)
2. **Required Number of Containers:** 6,311 for Twelve (12) months
3. **Product Specification:** Purified Drinking Water (5Gals/Container)
  - Free use and delivery of new processed and clean containers (both external and internal parts of the containers)
4. **Delivery Schedule:** Not later than 8A.M. twice a week or as maybe required by PMS
5. **Purification Process: 28 Stages** (Please refer to the attached file) with **GRANDER Technology**
  - Purified drinking water (28 stages, as specified in the attached document)
  - Ultraviolet Scanning
  - Water Conditioning
  - Sediment Filtration
  - Carbon Filtration
6. **Ocular Inspection:** The supplier shall allow PMS to have access to its facilities during conduct of ocular inspection prior to contract implementation
7. **Training:** Supplier will conduct training for proper handling of water containers and dispenser maintenance



Global Quality Waters

**G.Q.W.E.S.T.**  
& Environmental Solutions Technologies, Inc.

**B. REQUIREMENTS FOR THE MAINTENANCE OF WATER DISPENSERS:**

1. Cleaning and disinfection of Nine (9) water dispensers
  - Free use of Nine (9) Brand New Hot and Cold Dispensers
  - Cleaning and disinfection shall be done every 2 months
  - Free use of water dispensers upon request by the PMS (as the need arises)
2. Regular Check-up of electrical parts and motor
  - Schedule of check-up shall be done at the same time with the cleaning and disinfection of the water dispensers

**C. OTHER REQUIREMENTS:**

1. Prompt service and friendly staff in uniform
2. Monthly billing after the end of each month
  - Attachments for Billing Purposes:
    - A. Certificate of Physical and Chemical Water Testing which is done every 6 months from an accredited testing laboratory
    - B. Certificate of Monthly Water Testing from Hydro lab Water Testing accredited by The Department of Health (DOH)

We hope this proposal will merit your favourable response.

Sincerely yours,

Edward C Amoroso  
Account Manager  
BDD-Institutional Accounts