

CONTRACT FOR PROCUREMENT OF TROPHIES AND MEDALS

This agreement is made and entered into this 28th of February 2018 by and between:

METROPOLITAN WATERWORKS AND SEWERAGE SYSTEM (MWSS), a government owned and controlled corporation with office located at MWSS Complex, 489 Katipunan Avenue, Balara, Quezon City, herein represented by its Administrator, **MR. REYNALDO V. VELASCO**, and hereinafter referred as the **ENTITY**

-and-

LIGHT ENERGY ENTERPRISE, a business duly organized and existing under Philippine laws with business address at #5 J.P. Rizal Street, Sampaoc, Tanay Rizal herein represented by its Proprietor **MR. PRECIOSO A. SUNGA**, and hereinafter referred to as the **SUPPLIER**.

WITNESSETH:

Whereas, the **ENTITY** will celebrate its 140th Anniversary and the event is a milestone as the **ENTITY** continuously pursues its thrust of properly operating and maintaining waterworks system;

Whereas, the **ENTITY** launched the Carriedo Cup and Sportsfest, a month-long tournament among participating agencies located inside the MWSS Complex which features nice sporting events such as bowling, basketball, chess, badminton, etc.;

Whereas, in view of the said event, the **ENTITY** deemed it necessary to procure trophies and medals for the winning teams and individual players from **SUPPLIER**;

Whereas, the **SUPPLIER** is a professional provider of customized trophies and medals and is ready, willing, and able to provide the required services herein mentioned;

Now, therefore, for and in consideration of the foregoing premises, the **ENTITY** hereby engages the services of the **SUPPLIER**, and the **SUPPLIER** hereby agrees, subject to the following terms and conditions:

1. PRICE AND MANNER OF PAYMENT

The contract price shall be **NINETY-NINE THOUSAND PESOS ONLY (P99, 000.00)**, inclusive of VAT and other related taxes and shall be paid upon delivery of the trophies and medals to the **ENTITY**.

2. SCOPE OF WORK

In accordance with the production schedule, and as specified in the Terms of Reference posted at Ph-Geps website, the **SUPPLIER** shall provide trophies and medals as described and enumerated in the document attached to this which shall also form part of this contract and denominated as Annex "A."

3. PENALTIES FOR BREACH OF CONTRACT

In case of failure on the part of the **SUPPLIER** to comply with its obligations or failure to deliver the said trophies and medals on the decided date by the both parties, thereby materially affecting the outcome of the event for causes not attributable to the fault of negligence of the **ENTITY** except for force majeure, the **SUPPLIER** shall not be paid by the **ENTITY**.

In case the **SUPPLIER** fails to deliver the trophies and medals in good condition because of reasons attributable to it and of force majeure, the **SUPPLIER** shall remedy defects or flaws in

compliance and in all respect with the provisions of this contract. Agreement between the parties shall be made in connection with the remedies to be made.

4. VENUE

Any dispute that may arise from this contract shall be brought exclusively before the regular courts of Quezon City.

Signed this 28th February 2018 in Quezon City, Philippines

**METROPOLITAN WATERWORKS AND SEWERAGE SYSTEM
(ENTITY)**

BY:



MR. REYNALDO V. VELASCO
Administrator

**LIGHT ENERGY ENTERPRISE
(SUPPLIER)**

BY:



MR. PRECIOSO A. SUNGA
Proprietor

Signed in the presence of:

REPUBLIC OF THE PHILIPPINES;
CITY/MUNICIPALITY OF _____, SS

ACKNOWLEDGMENT

BEFORE ME a Notary Public for and in the (Province/City/Municipality) of Quezon, personally appeared the following:

Name	Gov't Issued ID	Date/Place of Issue
Reynaldo V. Velasco	SENIOR DRIVER ID	Date: August 19, 2015 Quezon City, Philippines
Precioso A. Sunga	DRIVER'S LICENSE	DATE OF ISSUE: 02-13-2015 EXPIRES: MAY 31, 2018

both known to me and to me known to be the same persons who executed the foregoing instrument, which they acknowledged to me to be their free and voluntary act and deed, consisting of only three (3) pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this FEB 21 2018 _____, Philippines.

NOTARY PUBLIC

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ATTY. JOVENCIO P. FULGUERAS
NOTARY PUBLIC
EXPIRES DEC. 31, 2019
ROLL OF ATTORNEY NO. 30906
JBP NO. C16523/10.28.2017/PASIG
PTR NO. 3382657-C/1-13-2017/Q.C.
MCLE COMPLIANCE NO. V-3306760
ADD: MWSS BLDG. KATIPUNAN RD. BALARA Q.C.