

**CONTRACT FOR GARBAGE COLLECTION, HAULING AND
DISPOSAL OF FAB RESIDUAL WASTE FROM TRANSFER STATION
TO SANITARY LANDFILL**

KNOW ALL MEN BY THESE PRESENTS:


This AGREEMENT is made and entered into this ____ day of _____ 2021
in FAB, Mariveles, Bataan, by and between:


The **AUTHORITY OF THE FREEPORT AREA OF BATAAN**, a body corporate created and existing under Republic Act No. 9728, as amended by Republic Act No. 11453, with office address at the Second Floor, AFAB Administration Building, Freeport Area of Bataan (FAB), Mariveles, Bataan, represented herein by its Administrator, **EMMANUEL D. PINEDA**, hereinafter referred to as the "**AFAB**";


– and –

METRO CLARK WASTE MANAGEMENT CORPORATION, a duly organized and existing corporation under Philippine laws, with office address at Subzone D, Clark Special Economic Zone, Sitio Kalangitan, Capas, Tarlac, represented herein by its Vice President – Administration & Human Resource, **VICTOR O. HONTIVEROS**, who is likewise duly authorized, hereinafter referred to as the "**SERVICE PROVIDER**";

WITNESSETH:

 **WHEREAS**, the AFAB invited Bids for certain goods and ancillary services for the **GARBAGE COLLECTION, HAULING AND DISPOSAL OF FAB RESIDUAL WASTE FROM TRANSFER STATION TO SANITARY LANDFILL** with an approved budget of Sixteen Million Nine Hundred Ninety Three Thousand Four Hundred Forty Pesos and 00/100 (Php 16,993,440.00), with a duration of one (1) year;

 **WHEREAS**, the submission and opening of bids held on 02 December 2020, the herein **SERVICE PROVIDER**, as the lone bidder, provides the single calculated and responsive bid in the amount of Sixteen Million Nine Hundred Ninety Three Thousand Four Hundred Forty Pesos and 00/100 (Php 16,993,440.00). The **SERVICE PROVIDER** likewise passed post qualification;



WHEREAS, there is a need to procure the services for the **GARBAGE COLLECTION, HAULING AND DISPOSAL OF FAB RESIDUAL WASTE FROM TRANSFER STATION TO SANITARY LANDFILL**, hereinafter referred to as the "PROJECT", for one (1) year, in the amount of **SIXTEEN MILLION NINE HUNDRED NINETY THREE THOUSAND FOUR HUNDRED FORTY PESOS AND 00/100 (PHP 16,993,440.00)**, hereinafter called the "CONTRACT PRICE";

NOW THEREFORE, in view of the foregoing premises and the mutual covenants and undertakings hereinafter provided, the AFAB and the SERVICE PROVIDER, hereinafter collectively referred to as the "PARTIES", agree as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed integral parts of this Agreement and the terms and conditions embodied therein shall be deemed reproduced herein by reference and/or incorporation:
 - a. the Bid Form, the Price Schedule, the Schedule of Requirements, and the Technical Specifications submitted by the SERVICE PROVIDER;
 - b. the other documents/statements contained in the bidding envelopes submitted by the SERVICE PROVIDER;
 - c. The Terms of Reference (ToR) posted in the PhilGEPS;
 - d. the additional Post-Qualification Documents submitted by the SERVICE PROVIDER;
 - e. the Invitation to Bid and Bid Documents issued to the SERVICE PROVIDER including Bid Bulletin/s (if any) and Minutes of Pre-Bid Conference;
 - f. the Resolution of the Bids and Awards Committee declaring the Single Calculated and Responsive Bidder and Recommendation for Award;
 - g. the Entity's Notice of Award with the SERVICE PROVIDER's conforme thereto;
 - h. the SERVICE PROVIDER's Performance Bond;
 - i. Other requirements of laws, rules and regulations and executive orders applicable thereto.
3. The SERVICE PROVIDER shall furnish all labor, materials, equipment and supplies, and the performance of all operations necessary for the complete implementation of the PROJECT, all in strict compliance with the terms

and conditions of this Agreement, as well as all the applicable terms and conditions of the documents listed in Item Number 2 above.

4. Payment for the Project shall be based on actual volume of residual solid waste collected, hauled and disposed by the SERVICE PROVIDER.
5. Request for Payment by the SERVICE PROVIDER shall be made on or before the 5th day of each month succeeding the month covered by the services, with the attached Solid Waste Hauling and Disposal Report and Waste Receipt signed by the authorized representative of the SERVICE PROVIDER.
6. In relation to this Agreement, the SERVICE PROVIDER shall pay taxes in full and on time and that failure to do so will entitle the AFAB to suspend payment of the services rendered by the SERVICE PROVIDER.
7. The SERVICE PROVIDER is the sole employer of all the workers assigned under this Agreement and shall be solely responsible and liable for strict compliance with all pertinent labor legislation, rules and regulations. No employer – employee relationship exists between the AFAB and the SERVICE PROVIDER or any of the workers in the SERVICE PROVIDER's employ. Neither is there deemed any agency, partnership, license or joint venture. The SERVICE PROVIDER holds the FAB absolutely free and clear by any of the said workers, for any reason whatsoever.
8. The SERVICE PROVIDER shall deliver the prompt collection services from 8:00 am to 5:00 pm, Mondays to Saturdays or as the need arises.
9. The SERVICE PROVIDER shall provide waste bins or equivalent like dump trucks or appropriate size and shape in areas to be determined by the AFAB, to which the collected waste shall be stored prior to transport. It shall likewise provide a container bin for kitchen waste and other non-bulky biodegradable waste, provided that the same are properly segregated and are not contained in any kind of plastic or other materials that are not suitable for composting.
10. The SERVICE PROVIDER shall ensure the safe, efficient and sanitary waste transport to minimize odor, noise, dust nuisance and accidental spillage and traffic problems.
11. The SERVICE PROVIDER shall cover the vehicle loaded with waste with appropriate covering materials while in transit to the sanitary landfill facility.
12. The loading of waste into the waste bins or garbage truck shall be made in the presence of and with the consent of the AFAB representative to witness the manner of waste collection and volume measurements. This shall be the basis for the payment to the SERVICE PROVIDER for the hauling and disposal of waste. The SERVICE PROVIDER shall issue the

necessary Waste Disposal Receipt (WDR) to be signed and attested by both Parties' authorized representatives at the pick up or transfer station prior to transport.

13. Waste to be transported to the sanitary landfill must undergo clearing requirement and gate pass from authorized personnel of AFAB.
14. The terms and conditions herein set forth shall be automatically modified by the applicable provisions of laws, rules and regulations, especially as they pertain to minimum wage rates and other statutory benefits of the workers.
15. The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every process payment, as the case may be, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period; *Provided, however*, that the services rendered are satisfactorily provided and all the conditions imposed under this Agreement have been fully met.
16. Should the SERVICE PROVIDER fail to satisfactorily undertake the requirements provided under the Agreement within the specified period, inclusive of duly granted extensions, if any, the SERVICE PROVIDER shall pay liquidated damages, and not by way of penalty, in the amount equivalent to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the Project for each calendar day of delay, including Sundays and Holidays, until the work is completed and accepted by the AFAB, in accordance with the formula and conditions set forth in the existing rules and prevailing rules and regulations; *Provided*, that the payment of liquidated damages shall not in any manner relieve the SERVICE PROVIDER from its obligations and responsibilities under this Agreement.
17. The SERVICE PROVIDER shall commence the execution of this Agreement within seven (7) calendar days from receipt of the Notice to Proceed, and must comply with its obligations under this Agreement within one (1) year from date of commencement, unless otherwise terminated for failure of the SERVICE PROVIDER to perform its obligations under this Agreement, in line with the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board (GPPB Resolution No. 018-2004 dated 22 December 2004).
18. This Agreement shall take effect upon the date of receipt by the SERVICE PROVIDER of the Notice to Proceed from the AFAB. The foregoing notwithstanding, the AFAB shall have the option to terminate this Agreement anytime during its effective duration should the SERVICE PROVIDER violates any of the conditions stipulated in this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands on the date and at the place first written above.

**AUTHORITY OF THE FREEPORT
AREA OF BATAAN**

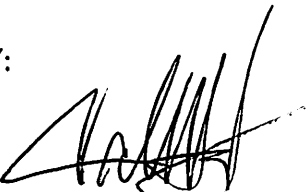
BY:



EMMANUEL D. PINEDA
Administrator

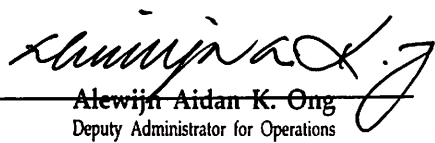
**METRO CLARK WASTE
MANAGEMENT CORPORATION**

BY:

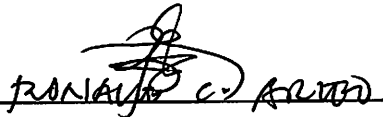


VICTOR O. HONTIVEROS
Vice President – Administration &
Human Resource

SIGNED IN THE PRESENCE OF:



Alewijn Aidan K. Ong
Deputy Administrator for Operations



RONALD C. ARANA

ACKNOWLEDGMENT

Republic of the Philippines)
Mariveles, Bataan) S.S.

BEFORE ME, this JAN 29 2021 day of JAN 29 2021, 2021 in Mariveles, Bataan,
personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE/EXPIRY
EMMANUEL D. PINEDA	Passport No. P094436B	DFA Manila/7 March 2029

VICTOR O. HONTIVEROS	UNID ID No. CN-003- 2389305 - 1
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both known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary will and deed, as well as that of the entities they represent.

This instrument refers to the "CONTRACT FOR GARBAGE COLLECTION, HAULING AND DISPOSAL OF FAB RESIDUAL WASTE FROM TRANSFER STATION TO SANITARY LANDFILL" that consists of six (6) pages including the page whereon this acknowledgment is written, and which is signed by the Parties and their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

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

Atty. LORENZO B. CASTILLO
NOTARY PUBLIC until December 31, 2021
For and in the PROVINCE OF BATAAN
Notarial Commission No. 2020-001- ML
1/F FAB Post Office Bldg., Mariveles, Bataan
Roll No. 24642; PTR No. 0933406 01/02/2020
IBP No. 110859 01/18/20; MCLE VI - 0029000

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