



**AGREEMENT
(LOT 4 - SOLID WASTE COLLECTION, CLEANING AND DISPOSAL
SERVICES – DISTRICT IV)**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

QUEZON CITY GOVERNMENT, a public corporation existing under the laws of the Philippines, represented herein by the Honorable **JOSEFINA G. BELMONTE**, in her capacity as City Mayor, with office at Quezon City Hall Compound, Elliptical Road, Diliman, Quezon City, Metro Manila, and hereinafter referred to as the **CITY**

-and -

INTERNATIONAL SOLID WASTE INTEGRATED MANAGEMENT SPECIALIST INC., a corporation duly organized and incorporated under the laws of the Republic of the Philippines with office address at Sitio Lukutang Maliit, San Isidro, Rodriguez (Montalban) Rizal, represented herein by its duly Authorized Representative and President, **REYNALDO S.L. PEREZ**

-In Joint Venture With-

PERSAN CONSTRUCTION, INC., a corporation duly organized and incorporated under the laws of the Republic of the Philippines with office address at Sitio Maislap Street, San Isidro, Rodriguez Rizal, represented herein by its Duly Authorized Representative, **PAOLO ROMAN P. PEREZ**.

(**INTERNATIONAL SOLID WASTE INTEGRATED MANAGEMENT SPECIALIST INC.** and **PERSAN CONSTRUCTION, INC.**, shall hereinafter be referred to as the "**SERVICE PROVIDER**")

WHEREAS, the **CITY** undertakes to provide efficient city-wide solid waste collection, cleaning and disposal system under a comprehensive environmental program pursuant to its mandate under Section 17 of Republic Act 7160, otherwise known as the Local Government Code of 1991;

WHEREAS, towards this end, the **CITY** is in need of a service provider that can deliver domestic waste collection, transportation, consolidation and disposal, deployment of street sweepers and operations personnel and information drive on the sanitation outlook of the **CITY** to further comply with its responsibilities and advance its waste diversion initiatives;

WHEREAS, on 18 February 2021, a public competitive bidding for the Procurement of Lot 4 - Solid Waste Collection, Cleaning and Disposal Services (District IV) with PR No. GF-21-01-00027 (the "Project") was conducted;

WHEREAS, the **SERVICE PROVIDER** participated in the competitive bidding and was declared to be the Single Responsive Bid as Read;

WHEREAS, the **SERVICE PROVIDER** passed both the detailed evaluation and post qualification stages, and was declared as the Single Calculated and Responsive Bid;

MA. JOSEFINA G. BELMONTE
CITY MAYOR

REYNALDO S.L. PEREZ
Duly Authorized Representative

PAOLO ROMAN P. PEREZ
Duly Authorized Representative



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WHEREAS, on FEB 26 2021, the Notice of Award for the Project was issued to the **SERVICE PROVIDER**;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and undertakings hereinafter provided, the parties hereto agree, as they have hereby agreed, as follows:

Section 1. **Scope of Work.** Pursuant to and in accordance with the Contract Documents provided herein, the **SERVICE PROVIDER** undertakes to supply and deliver to the CITY solid waste collection, cleaning and disposal services (the "Services") for District IV (the "Service Area") as defined herein, which shall include, but is not limited to, the following:

- a) Waste Collection and Transportation, which entails the collection of domestic wastes from various identified sources following specific schedules and routes and using appropriate collection trucks and equipment operated by a qualified personnel and the transport thereof to the Centralized Staging Area strategically located outside of Quezon City but within the directional range of an MMDA-accredited and designated Sanitary Landfill(s);
- b) Centralized Staging Area with Materials Recovery Facility and Final Disposal involves the consolidation, operation and maintenance of a Centralized Staging Area/Material Recovery Facility located outside of Quezon City but within the directional range of an MMDA-accredited and designated disposal facility to be operated and maintained by the SERVICE PROVIDER;
- c) Deployment of Street Sweepers at main thoroughfares to maintain the sanitation of the CITY;
- d) Deployment of cleanup operations personnel at identified dumping and litter-prone areas;
- e) Information drives to increase awareness and participation on the sanitation outlook of the CITY;

The Task Force on Solid Waste Collection, Cleaning and Disposal Services Management (TFSWCCDSM) shall be the lead implementing agency of the Project and the SERVICE PROVIDER shall undertake the Project Scope of Work based on the minimum qualifications and requirements set forth in the Terms of Reference (TOR).

The TFSWCCDSM shall likewise determine violations to the standards set forth in the TOR for imposition of fines and penalties as well as appropriate recommendations.

Section 2. **Contract Documents.** The following documents shall be read and construed as part of this Agreement, viz.:

- (a) Terms of Reference (TOR);
- (b) Invitation to Bid;
- (c) Instruction to Bidders;
- (d) Bid Data Sheet;
- (e) General Conditions of Contract;
- (f) Special Conditions of Contract;
- (g) Schedule of Requirements;
- (h) Technical Specifications;
- (i) Notice of Award/Notice to Proceed
- (j) Bid Form;
- (k) Price Schedule;
- (l) Detailed Cost Estimate/ Cost Derivation; and
- (m) Performance Security



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The documents mentioned above shall be collectively referred to as "Contract Documents".

Sections 3. **Delivery Schedule.** The **SERVICE PROVIDER** shall perform, supply and deliver to the CITY its Services provided herein in accordance with the Schedule of Requirements under Sections VI and Technical Specifications under Section VII of the bidding documents for the procurement of Solid Waste Collection, cleaning and Disposal Services for District IV (the "Bidding Documents") and the service performance standards provided under the Terms of Reference ("TOR") of the Project.

Section 4. **Term.** This Agreement shall be effective for the period of One (1) year commencing on March 01, 2021 and terminating on February 28, 2022, subject to monthly evaluation by the CITY to determine the **SERVICE PROVIDER's** compliance with the terms and conditions provided herein.

Section 5. **Contract Price.** In consideration of the complete and faithful delivery of any and all Services and performance of any and all obligations of the **SERVICE PROVIDER** under this Agreement, the **SERVICE PROVIDER** shall be paid for the entire duration of the Agreement the total amount of **Philippine Peso: THREE HUNDRED EIGHTY ONE MILLION SEVEN HUNDRED FOURTEEN THOUSAND TWO PESOS & 88/100 (Php381,714,002.88)**, inclusive of the 12% Value Added Tax (VAT) (the "Contract Price") in accordance with the payment schedule and subject to the conditions set forth in Section 6 hereof.

Section 6. **Terms of Payment.** The payment of the Contract Price shall be made on a monthly basis based on the actual services rendered in accordance with the scope of work/deliverables and service performance standards which shall be validated and certified correct by the TFSWCCDSM or duly authorized personnel thru the issuance of a Certification and approved by the TFSWCCDSM Action Officer and Chairperson. The total amount of penalties incurred for the month-being-billed shall be deducted from the monthly payment to the **SERVICE PROVIDER**.

Section 7. **Project Cost Adjustment.** As stated in Republic Act 9184, otherwise known as the Government Procurement Reform Act, Section 61.2, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the Government of the Philippines, promulgated after the date of bid opening, [such as, but not limited to, increase in minimum daily wage pursuant to law or new wage order], a contract price adjustment shall be made on a no loss-no gain basis.

Section 8. **Standard of Performance.** The **SERVICE PROVIDER** shall, consistent with the TOR, perform the required services and carry out its obligations with all due diligence, efficiency and economy. It shall observe the highest degree of standards required by the TOR (Project Standards and Requirements).

Section 9. **Penalties.** The **SERVICE PROVIDER** shall be liable for penalty for any and all offenses defined herein in accordance with the schedule of penalty provided under Clause 21.1, Section V (Special Conditions of Contract) of the Bidding Documents in relation to Article XII of the TOR.

Section 10. **Liquidated Damages.** It is understood and agreed that time is of the essence of this Agreement. In the event the **SERVICE PROVIDER** refuses or fails to completely supply and deliver to the CITY the Services/Scope of Work defined herein within

MA. JOSEFINA G. BELMONTE
CITY MAYOR

REYNALDO S.L. PEREZ
Duly Authorized Representative

PAOLO ROMAN T. PEREZ
Duly Authorized Representative



the delivery schedule provided under Section 1 hereof at no fault of the CITY, the **SERVICE PROVIDER**

shall be liable for liquidated damages in the amount equivalent to one tenth of one percent (1/10 of 1%) of the Contract Price for every day of delay until the Project is completely delivered: Provided, that, the total cumulative amount of liquidated damages shall not exceed ten percent (10%) of the Contract Price: Provided, further, that, if the liquidated damages exceeds ten percent (10%) as provided herein, the CITY may rescind this Agreement without prejudice to other remedies and other courses of action available to the CITY under this Agreement and pursuant to any and all applicable laws.

Section 11. Authority to Deduct Penalties and Liquidated Damages. For purposes of assessment and enforcement of penalties and liquidated damages provided under Sections 9 and 10 hereof, the CITY, upon written notice to the **SERVICE PROVIDER**, is hereby authorized to deduct any amount due as penalty and/or liquidated damages from any amount due or may become due and owing to the **SERVICE PROVIDER** or from any and all bonds or securities posted by the **SERVICE PROVIDER** in favor of the CITY, at the option of the latter. It is hereby agreed and understood that the imposition of penalty and the assessment of liquidated damages are cumulative and not alternative remedies of the CITY under this Agreement.

Section 12. Assignment and Sub-contracting. This Contract or any portion hereof shall not be assigned, transferred or ceded to any other party/ies without the written consent of the CITY. **SERVICE PROVIDER** is further prohibited from sub-contracting any obligations in this contract to any other party.

Section 13. Representations and Warranties of the Service Provider. The **SERVICE PROVIDER** hereby represents and warrants to the CITY as follows:

- a. The **SERVICE PROVIDER** is a corporation duly organized, validly existing and in good standing under the laws of the Republic of the Philippines.
- b. The **SERVICE PROVIDER** has full legal right, power and authority to carry on its present business, to own its properties and assets, and to execute and deliver this Agreement and all other documents executed, or required or necessary to be executed pursuant thereto, and to perform and observe the terms and conditions thereof.
- c. All appropriate and necessary corporate and legal actions have been taken by it to authorize the execution and delivery of this Agreement, and all other documents executed, or required or necessary to be executed pursuant thereto and the performance of all provisions, conditions, covenants, and other terms hereof and thereof, as well as all the transactions contemplated herein.
- d. This Agreement and all other documents executed, or required or necessary to be executed pursuant thereto, constitute, or when executed and delivered pursuant thereto, will constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms
- e. The execution and delivery of this Agreement and all other documents executed, or required or necessary to be executed pursuant thereto and the performance of its obligations hereunder will not:
 - i. conflict with its Articles of Incorporation, By-Laws or other constitutive documents;

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ii. conflict with, result in the breach of, or constitute an event which would either immediately or with the lapse of time or giving of notice or both, result in a default under, or

accelerate the performance required by, the terms of any agreement, document, contract, instrument or commitment to which it is a party or by which it or any of its assets is bound;

iii. conflict with or require any written consent or approval under any judgment, order, writ, decree, permit or license to which it is a party or by which any of its assets is bound; or

iv. require the written consent or approval of any other party to any agreement, document, contract, instrument or commitment to which it is a party or by which any of its assets is bound.

f. There are no actions, suits or proceedings existing, pending or, threatened against or directly affecting the **SERVICE PROVIDER** and/or any of its assets before any court, arbitrator or governmental or administrative body or agency that affect the validity or enforceability of this Agreement or that would affect the ability of the **SERVICE PROVIDER** to perform its obligations hereunder.

g. No event has occurred and is continuing which might materially and adversely affect the carrying out of its obligations under this Agreement.

h. It is in compliance with all applicable laws and regulations in connection with the delivery of the Project.

i. Each of the representations and warranties herein shall survive the execution of this Agreement and shall be deemed repeated during the effectivity of this Agreement.

Section 14. **Indemnification.** The **SERVICE PROVIDER** shall indemnify and save the CITY and all its officers, employees, personnel and persons acting as agents or representatives and render them free and harmless from any and all claims, actions, liabilities, losses and suits which may be brought or instituted against them arising out of or resulting from the **SERVICE PROVIDER's** supply, deliver and performance of its Services under this Agreement.

Section 15. **Events of Default of the Service Provider.** Any of the following shall constitute an Event of Default under this Agreement:

a. When the **SERVICE PROVIDER** becomes insolvent, or commits or suffers any act of bankruptcy, which term shall include: (i) the filing of a petition, by or against the **SERVICE PROVIDER**, in any bankruptcy, insolvency, administration, suspension of payment, reorganization, winding-up or liquidation proceeding, or any other proceeding analogous in purpose and effect; (ii) the making of an assignment by the **SERVICE PROVIDER** for the benefit of its creditors; (iii) the admission in writing by the **SERVICE PROVIDER** of its inability to pay its debts; (iv) the entry of any order of judgment of any competent court, tribunal or administrative agency or body confirming the bankruptcy or insolvency of the **SERVICE PROVIDER** or approving its reorganization, winding-up or liquidation, or (iv) the lawful appointment of a receiver or trustee to take possession of the properties of the **SERVICE PROVIDER**;

b. The **SERVICE PROVIDER** shall suspend or discontinue all or a substantial portion of its business operations, whether voluntarily or involuntarily, for a period of at least sixty (60) days;



c. Any material breach by the **SERVICE PROVIDER** of any of its warranty, representation or covenant made under this Agreement.

Section 16. **Consequences of Default.** Upon occurrence of any Events of Default under this Agreement, the CITY may declare the **SERVICE PROVIDER** in default and shall have the right to:

- a. Terminate this Agreement;
- b. Call on the Performance Security to answer for any and all damages of whatever nature suffered by the CITY resulting or arising from the **SERVICE PROVIDER's** default; and
- c. Take such other steps or actions against the **SERVICE PROVIDER** for the full protection and enforcement of the CITY's rights and interests.

Section 17. **Compliance with Laws, Ordinances and Regulations.** The **SERVICE PROVIDER** shall comply with any and all laws, ordinances and regulations of the national and local government applicable to or binding upon the parties hereto. For this purpose, any and all pertinent provisions of RA 9184 and its IRR, and other applicable laws and regulations are deemed written and incorporated in this Agreement. In case of conflict between any of the provisions of this Agreement and those of the applicable laws and regulations, the latter shall prevail.

Section 18. **Indemnities and Attorney's Fees.** Should any of the parties resort to court action in order to enforce their respective rights under this Agreement, the prevailing party or its successors-in-interest shall be entitled to be indemnified by the other party by way of attorney's fees, a reasonable sum equivalent to the actual amount of fees paid or to be paid by the prevailing party.

Section 19. **Notification.** All notices and communications shall be done in writing and shall be directed as follows:

CITY	:	OFFICE OF THE CITY MAYOR C/o Bids and Awards Committee Secretariat 2nd Floor Finance Bldg, Quezon City Hall Complex, Elliptical Road, Diliman, Quezon City
SERVICE PROVIDER	:	INTERNATIONAL SOLID WASTE INTEGRATED MANAGEMENT SPECIALIST INC. IN JOINT VENTURE WITH PERSAN CONSTRUCTION, INC. Sitio Lukutang Maliit, San Isidro, Rodriguez (Montalban) Rizal

Section 20. **Effectivity.** This Agreement shall be effective upon execution by the parties hereto.

Section 21. **Miscellaneous Provisions.**



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a. This Agreement, including the documents and/or agreements specifically incorporated herein by reference, constitutes the entire agreement between the parties. This Agreement may be amended and supplemented in writing at any time as decided and agreed upon by mutual consent of the parties.

b. This Agreement and all documents related thereto shall be binding upon and inure to the benefit of the parties herein and/or their respective heirs, agents, representatives, successors-in-interest, and assigns. The **SERVICE PROVIDER** shall not assign its rights and obligations under this Agreement without the written consent of the CITY.

c. This Agreement embodies the entire arrangement or agreement of the parties and no undertaking, verbal or otherwise, in relation thereto, shall exist between the parties except as herein expressly set forth.

d. The parties hereby certify that they have read or caused to be read to them all the provisions of the foregoing Agreement, receipt of a signed copy of which is hereby expressly acknowledged by the parties and that they have fully understood the same.

e. The parties hereby represent and warrant that they have the necessary power and corporate authority to execute and deliver this Agreement and perform their obligations as incorporated herein and that such execution, delivery and performance do not and will not contravene any provision of their respective Articles of Incorporation, by-laws, any agreements or instruments to which they are a party or any laws or regulations of any governmental authority.

f. If any provision of this Agreement be declared by any court or other authorized agency of the government to be null and void, the nullity thereof shall not affect the validity of this transaction or any other provisions herein which shall then be considered as valid and binding between the parties.

g. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitration in the Philippines according to the provisions of RA 876, otherwise known as the "Arbitration Law" and RA 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": Provided, that, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

MA. JOSEFINA G. BELMONTE
CITY MAYOR

REYNALDO S.L. PEREZ
Duly Authorized Representative

PAOLO ROMAN P. PEREZ
Duly Authorized Representative



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IN WITNESS WHEREOF the parties have hereunto set their hands to this Agreement on MAR 01 2021, at Quezon City.


QUEZON CITY GOVERNMENT

INTERNATIONAL SOLID WASTE
INTEGRATED MANAGEMENT
SPECIALIST, INC.

By:

By:


HON. MA. JOSEFINA G. BELMONTE
City Mayor



MR. REYNALDO S.L. PEREZ
Authorized Representative

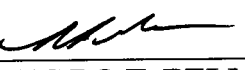
PERSAN CONSTRUCTION, INC.

By:


MR. PAOLO ROMAN P. PEREZ
Authorized Representative

SIGNED IN THE PRESENCE OF:


MS. RUBY G. MANANGU
City Accountant


MR. RICARDO T. BELMONTE JR.
Secretary to the Mayor/ Chairman, TFSWCCDSM



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
Quezon City, Metro Manila) S.S.

BEFORE ME, a Notary Public for and in the above locality, personally appeared:

Name	Competent Evidence of Identity
Quezon City Government Represented by	
HON. MA. JOSEFINA G. BELMONTE, in her capacity as Mayor of the Local Government of Quezon City	CS-0015480/OCM-0081744
PERSAN CONSTRUCTION, INC. Represented by	
MR. PAOLO ROMAN P. PEREZ	DRIVERS LICENSE N25-00-077818
INTERNATIONAL SOLID WASTE INTEGRATED MANAGEMENT SPECIALIST INC. Represented by	
MR. REYNALDO S.L. PEREZ	PRC ID - 0016108

all known to me and to me known to be the same persons who executed this Agreement, and they acknowledged to me that the same is their free and voluntary act and deed, and the free and voluntary act and deed of the parties which they respectively represent.

I certify that the foregoing Agreement, signed by the parties and their instrumental witnesses, consists of NINE (9) pages, including this page on which the acknowledgement is written.

IN WITNESS WHEREOF, I have affixed my signature and seal this _____
day of MAR 01 2021, 2021 at the Quezon City, Metro Manila, Philippines.

Doc. No. 384;
Page No. 7;
Book No. 01;
Series of 2021.



ATTY. MARK JOSEPH E. MARCELO
NOTARY PUBLIC
ROOM 402 PM BLDG. MATALINO ST. QC
ROLL NO. 69314 / NOTARIAL NO. 259
UNTIL DECEMBER 31, 2021
PTR NO. 7377353 / 1-08-10 / Q.C.
IBP NO. 016606 / MCLE NO. VI-0026095