

Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



PO Number **2201014**

Purchase Order Date: **DEC 31 2022**

Procuring Unit	: DEPARTMENT OF SANITATION AND CLEANUP WORKS OF QUEZON CITY	PR Number	: DSCWQC-22-SERVICES- 1932
Company Name	: PHIL. ECOLOGY SYSTEMS CORP.	Mode of Procurement	: Public Bidding
Address	: 2nd Flr. R-II Bldg., 136 Malakas St., Diliman, Quezon City	Resolution No.	: 22-PB-011
Business Type	: Corporation Registration #A199721617	TIN Number	: 202-314-630-000
		Contact Number	: 426-4267

Sir/Madam:

Please furnish this office the following articles subject to the terms and conditions contained here:

Place of Delivery : DSCWQC

Delivery Schedule : Until December 31, 2022 Or
Until the Allocated Budget Has
Consumed, Whichever Comes
First

Payment Term : Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
1	Disaster Relief and Clean-Up Support Operations Project				
1	10-wheeler DT or compactor	Trips	1,000	13,827.33	13,827,325.60
2	6-wheeler DT or compactor	Trips	600	11,492.28	9,538,592.40
3	MDT or compactor	Trips	2,000	11,305.01	22,610,020.00
	Scope of Work The following are the minimum activities to be undertaken for this Project: 1. Collection and disposal of various types of waste such as but not limited to, debris from fire incidents, disaster-relief operations, emergency/crisis pre-position and response, demolition/clearing activities, and bulky waste as may be determined by TFSWM. 2. Transportation of equipment, materials and manpower for the operations of the city government, national government agencies (NGA and/or non-government organizations (NGOs), as authorized by TFSWM 3. Provision of vehicles to support other operations and activities as may be determined by TFSWM ***** Nothing Follows *****				

Total Amount : **45,975,938.00**

Total Amount in Words (Pesos): **Forty-Five Million Nine Hundred Seventy-Five Thousand Nine Hundred Thirty-Eight Pesos Only**

MA. JOSEFINA G. BELMONTE
City Mayor

CARMENCITO L. NOMBRE / 12/31/22
Signature Over Printed Name of Supplier / Date

Funds Available:

RUBY G. MANANGU
City Accountant



OBR : **100 - 2022 - 01 - 00048**

PR Amount : **45,975,988.20**

TERMS AND CONDITIONS

1. ALL PRICES INDICATED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF RECEIPT.
2. AWARDDEE shall be responsible for the source(s) of its supplies/materials/equipment and shall make deliveries in accordance with the schedule, quality and specification of the award and purchase order. Failure by the AWARDDEE to comply with the same shall be a ground for cancellation of the award and purchase order issued to that AWARDDEE and for re-awarding the item(s) to the ALTERNATE AWARDDEE.
3. AWARDDEE shall pick up purchase order(s) issued in its favor within three (3) days after receipt of notice to that effect. A telephone call, fax transmission or electronic mail (e-mail) shall constitute an official notice to the AWARDDEE. Thereafter, if the purchase order(s) remains undelivered, the said purchase order(s) shall be sent by mailing or courier, messengerial service to the AWARDDEE. To avoid delay in the delivery of the requesting end-user's requirement, all DEFAULTING AWARDDEES shall be precluded from proposing or submitting a substitute sample.
4. Subject to the provisions of the preceding paragraph, where AWARDDEE has accepted a purchase order but fails to deliver the required product(s) within the time called for in the same order, the delivery period may be extended a maximum of fifteen (15) calendar days under liquidated damages to make good the delivery. Thereafter, if AWARDDEE has not completed the
5. delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance, withdrawn from that AWARDDEE. The BAC-Goods and Services shall then purchase the required item(s) from such other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDDEE. Refusal by the DEFAULTING AWARDDEE to shoulder the price difference shall be ground for its disqualification from future bids of the same items, without prejudice to the imposition of other sanction as prescribed under RA 9184 and its RRR.
6. When the supplier fails to satisfactorily deliver goods/services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/services scheduled for delivery for everyday of delay until such goods/services are finally delivered and accepted by the procuring entity concerned.
7. Rejected deliveries shall be construed as non-delivery of product(s)/item(s) so ordered and shall be subject to liquidated damages, subject to the terms and conditions prescribed under paragraph 4 hereof.
8. Supplier shall guarantee its deliveries to be free from defects. Any defective item(s)/product(s), therefore that maybe discovered by the **Quezon City Government** within three (3) months after acceptance of the same, shall be replaced by the supplier within seven (7) calendar days upon receipt of a written notice to that effect.
9. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
10. As a pre-condition to payment, IMPORTANT DOCUMENTS specifically showing the condition and serial numbers of the imported equipment purchased should be submitted by the supplier to the **Quezon City Government**.
11. All transactions are subject to applicable withholding taxes in accordance with existing BIR rules and regulations.
12. Supplier shall furnish the End-user through the City General Services Department stockroom, the articles, described above;
13. The **Quezon City Government** reserves the right to accept or reject delivered articles if found not in conformity to the specifications, terms and conditions stipulated.
14. Provisions contained in Title VI, Book IV of the Civil Code of the Philippines on Sales are hereby incorporated and made as an integral part hereof.
15. This contract shall also serve as Notice to Proceed, to take effect on DEC 31 2021 and to expire on -

CONFORME:

SARINENCITO E. NOMBRES
SIGNATURE OVER PRINTED NAME

PRESIDENT
IN THE CAPACITY OF

DEC 31 2021
DATE

Duly authorized to sign this Purchase Order for and on behalf of PHIL ECOLOGY SYSTEMS CORP.

QUEZON CITY

COMPANY NAME

SUBSCRIBED AND SWORN to before me this ___ day of ___ at ___ Personally known to me and were identified by me through competent evidence of identity as defined in the Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiants exhibited to me his/her ___ with his/her official capacity of ___ appearing thereon with No. ___

Doc. No. 721

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Book No. 121

Series of 2021

PTR No. 0094702-D, Jan. 4, 2021

ISP No. 141056, Jan. 4, 2021

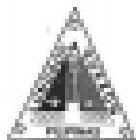
Adm. Matter No. NP-067

Reg. No. 50183

TIN 138-541-197-000

MCLE Comp. No. 18-0012817 (02/14/2021)

***This Purchase Order shall be deemed invalid without Notary Seal (for project amounting to Php2,500,000.00 and above only)



SERVICE AGREEMENT
(Project Number DSCWQC-22-SERVICES-032)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

QUEZON CITY GOVERNMENT, a local government unit under the laws of the Philippines, with office at Quezon City Hall Compound, Elliptical Road, Diliman, Quezon City, Metro Manila, represented herein by **HON. MA. JOSEFINA G. BELMONTE**, in her capacity as City Mayor, hereinafter referred to as the "CITY".

-and-

PHIL ECOLOGY SYSTEMS CORP. a corporation duly organized and incorporated under the laws of the Republic of the Philippines with office address at R-II Building, No. 136 Malakas Street, Barangay Central, Diliman, Quezon City, represented herein by its President, **MR. CARMENCITO L. NOMBRES**, hereinafter referred to as the "SERVICE PROVIDER"

(CITY and SERVICE PROVIDER may be referred to individually as a "Party" and collectively, as "Parties.")

RECITAL

WHEREAS, the Bids and Awards Committee conducted a competitive bidding on 16 December 2021 for the Procurement of Disaster Relief and Clean-up Support Operations Project for Year 2022 under Project No. DSCWQC-22-SERVICES-032 (the "Project").

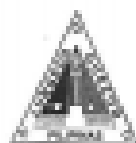
WHEREAS, the SERVICE PROVIDER participated in the competitive bidding and was declared to be the Single Bid as Read;

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

WHEREAS, on DEC 31 2021, the Notice of Award was issued and the SERVICE PROVIDER;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereto agreed and do hereby mutually agree to be bound by the covenants and stipulations herein set forth as follows:

Section 1. Scope of Work. Pursuant to and in accordance with the Contract Documents provided herein, the SERVICE PROVIDER undertakes to deliver to the CITY the scope of work required by the Project, the specifications of which are defined under



Section VII Technical Specifications of the Bidding Documents and the Terms of Reference (TOR) which include:

1. Collection and disposal of various types of waste such as but not limited to, debris from fire incidents, disaster-relief operations, emergency/crisis preposition and response, demolition/clearing activities, and bulky waste as may be determined by the Task Force on Solid Waste Management (TFSWM);
2. Transportation of equipment materials and manpower for the operations of the city government, national government agencies (NGA) and/or non-government organizations (NGOs) as authorized by the TFSWM;
3. Provision of vehicles to support other operations and activities as may be determined by the TFSWM.

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

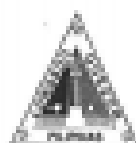
- (a) Invitation to Bid;
- (b) Instruction to Bidders;
- (c) Bid Data Sheet;
- (d) General Conditions of Contract;
- (e) Special Conditions of Contract;
- (f) Schedule of Requirements;
- (g) Technical Specifications;
- (h) Terms of Reference;
- (i) Supplemental Bid Bulletins, if any;
- (j) Notice of Award;
- (k) Bid Form;
- (l) Schedule of Prices;
- (m) Certificate of Availability of Fund (CAF); and
- (n) Performance Security;

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

Section 3. Delivery Schedule. The SERVICE PROVIDER shall perform, supply and deliver to the CITY its Services provided the TOR, in accordance with the service performance standards required by the CITY.

Section 4. Term. This Agreement shall be effective for the period until December 31, 2022 or until the Allocated Budget Has Consumed, whichever comes first from the date of acceptance of the Notice to Proceed (NTP) commencing on NOV 01 2022 up to DEC 31 2022.

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 Forty-Five Million Nine Hundred Seventy-Five Thousand Nine Hundred Thirty-Eight Pesos & 00/100 Only (P 45,975,938.00) inclusive of the 12%



Value Added Tax (VAT) (the "Contract Price") in accordance with 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 as indicated in the cost derivation computed by the CITY. Payment will be based on the actual service rendered in the assigned area in accordance with the scope of services and deliverables and service performance standards that will all be validated and certified correct by the CITY. The total amount of penalties incurred for the month being billed shall be deducted from the monthly payment to the SERVICE PROVIDER.

The processing of payments will entail the approval by the CITY of the SERVICE PROVIDER'S complete documentation and deliverables before invoices may be processed for payment. The CITY likewise reserves the right to validate billing/invoice before payment of fees.

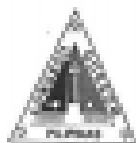
Section 7. Project Cost Adjustment. As stated in Republic Act 9184, otherwise known as the Government Procurement Reform Act, Section 61.2, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the Government of the Philippines, 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. Consistent with the TOR, the SERVICE PROVIDER shall perform the required services and carry out its obligations with all due diligence, efficiency and economy. It shall observe the highest degree of standards based on industry practice.

Section 9. Penalties. The SERVICE PROVIDER shall be liable for penalty for any breach of contract under all applicable laws, issuances and regulations.

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 defined herein within the delivery schedule provided under Section 3 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, once the cumulative amount of liquidated damages exceeds ten percent (10%) as provided herein, the CITY, in accordance with Section 68 of the IRR of R.A. 9184, may rescind or terminate 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 Liquidated Damages. For purposes of assessment and enforcement of the penalties and liquidated damages in the immediately preceding sections, 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 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:

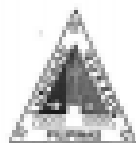
i. conflict with its Articles of Incorporation, By-Laws or other constitutive documents;

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

MA. JOSEFINA G. BELMONTE
City Mayor

MR. CARMENCIO L. NOMBRES
President



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:

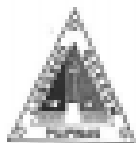
a. When the **SERVICE PROVIDER** becomes insolvent, or commits or suffers any act of bankruptcy, which term shall include: (i) the filing of a petition, by or against the **SERVICE PROVIDER**, in any bankruptcy, insolvency, administration, suspension of payment, reorganization, winding-up or liquidation 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 (v) the lawful appointment of a receiver or trustee to take possession of the properties of the **SERVICE PROVIDER**;

b. When the **SERVICE PROVIDER** suspends or discontinues 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.

MA. JOSEFINA G. BELMONTE
City Mayor

MR. CARMENCITO Y. NOMBRES
President



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:

- Terminate this Agreement;
- 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
- 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 2 nd Floor Finance Bldg, Quezon City Hall Complex, Elliptical Road, Diliman, Quezon City
SERVICE PROVIDER:		PHIL ECOLOGY SYSTEMS CORP. R-II Building, No. 136 Malakas Street, Barangay Central, Diliman, Quezon City

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

Section 21. Miscellaneous Provisions.

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.

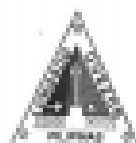
b. This Agreement and all documents related thereto shall be binding upon and inure to the benefit of the parties herein and/or their respective heirs, agents,

MA. JOSEFINA G. BELMONTE

City Mayor

MR. CARMENCITO L. NOMBRES

President



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.

IN WITNESS WHEREOF the parties have hereunto set their hands to this Agreement
DEC 31 2021, at Quezon City.

QUEZON CITY GOVERNMENT

By:

MA. JOSEFINA G. BELMONTE

City Mayor

PHIL ECOLOGY SYSTEMS CORP.

By:

MR. CARMENCITO L. NOMBRES

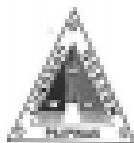
Authorized Representative

SIGNED IN THE PRESENCE OF:

RUBY G. MANANGU

City Accountant
City Accounting Department

DONALD E. GARCIA



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES |
| s. s.
QUEZON CITY

BEFORE ME, a Notary Public for and in DEC 31 2021, personally appeared:

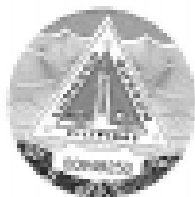
Name	Competent Proof of Identity
HON. MA. JOSEFINA G. BELMONTE, in her capacity as Mayor of the Local Government of Quezon City	OCM - 0081744
MR. CARMENCITO L. NOMBRES, in his capacity as the President and authorized representative of Phil Ecology Systems Corp.	PRC - NO. 0037523

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 eight (8) pages, including this page on which the acknowledgement is written.

WITNESS MY HAND AND SEAL on the date and place above-written.

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Book No. LX
Series of 2021



ATTY. ELISEO S. CALMA, JR.
NOTARY PUBLIC
Until December 31, 2021
PTR No. 0894702-D, Jan. 4, 2021
IBP No. 141058, Jan. 4, 2021
Acm Number No. NP-067
Roll No. 50183
TIN 138-541-197-003
JRC Comp No. VI-0812817 Used April 14, 2022