



SERVICE AGREEMENT
DISASTER-RELIEF AND CLEAN-UP SUPPORT OPERATIONS PROJECT
FOR YEAR 2023 (EARLY PROCUREMENT ACTIVITY)
DSQC-23-SERVICES-0006

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

QUEZON CITY GOVERNMENT, a local government unit existing under the laws of the Philippines, represented herein by the Honorable **MA. 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 -

PHIL. ECOLOGY SYSTEMS CORP., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at 2nd Floor R-II Building, 136 Malakas St., Diliman, Quezon City, represented herein by its Vice President, **MR. REGINALD R. ROMERO**, 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, on 7 December 2022, a public competitive bidding for DISASTER-RELIEF AND CLEAN-UP SUPPORT OPERATIONS PROJECT FOR YEAR 2023 (EARLY PROCUREMENT ACTIVITY) under Project No. DSQC-23-SERVICES-0006 (the "Project") was conducted;

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 determined to be the Single Bid as Read for the Project;

WHEREAS, on DEC 29 2022, the Notice of Award 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 deliver to the CITY the scope of work required by the Project, the specifications of which are defined under Section VI. Schedule of

MA. JOSEFINA G. BELMONTE
City Mayor

REGINALD R. ROMERO
Vice President



Requirements and Section VII. Technical Specifications of the Bidding Documents and Terms of Reference (TOR);

Section 2. Contract Documents. The following documents shall be read and deemed incorporated in 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 (TOR);
- (i) Supplemental Bid Bulletin, if any;
- (j) Bid Form;
- (k) Schedule of Prices;
- (l) Notice of Award;
- (m) Notice to Proceed;
- (n) Obligation Request;
- (o) Certificate of Availability of Fund (CAF);
- (p) Performance Security; and
- (q) Any and all other documents submitted to the City during the course of the procurement process.

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

Section 3. Term. This Agreement shall be effective for the period of one (1) year commencing on January 1, 2023 and ending on December 31, 2023.

Section 4. Contract Price. In consideration of the complete and faithful delivery of the services required and performance of any and all obligations of the **SERVICE PROVIDER** under this Agreement, the **SERVICE PROVIDER** shall be paid the total amount of **FORTY FIVE MILLION FOUR HUNDRED NINETY THREE THOUSAND THREE HUNDRED TWENTY PESOS AND 00/100 ONLY (PHP45,493,320.00)** inclusive of the 12% Value Added Tax (VAT) (the "Contract Price").

Section 5. Terms of Payment. The **SERVICE PROVIDER** shall be paid on a monthly basis and based on the actual service rendered in the assigned area in accordance with the scope of services/deliverables and service performance standards which shall be reviewed and validated by the Department of Sanitation and Cleanup Works of Quezon City (DSQC). The total amount of penalties incurred for the month-being-billed shall be deducted from the monthly payment to the **SERVICE PROVIDER**. Although not to be used as basis of certification, other records or documents may also be requested by the DSQC from the **SERVICE PROVIDER** for any and all legal purposes.

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 6. Project Cost Adjustment. As stated in the Republic Act 9184, otherwise known as the Government Procurement Reform Act, Section 61.2, in cases where the cost of the

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Vice President



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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 or appropriate relief shall be applied on a no loss-no gain basis.

Section 7. 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 based on industry practice.

Section 8. Penalties. The **SERVICE PROVIDER** shall be liable for penalty for any breach of contract under all applicable laws, issuances and regulations.

Section 9. 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 requirements for the **Project** 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 10. 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 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 assessment of liquidated damages are cumulative and not alternative remedies of the **CITY** under this Agreement.

Section 11. Assignment and Sub-contracting. This Contract or any portions hereof shall not be assigned, transferred or ceded to any other party/ies without the written consent of the **CITY**. The **SERVICE PROVIDER** is further prohibited from sub-contracting any obligations in this contract to any other party.

Section 12. 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.

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City Mayor

REGINALDO R. ROMERO
Vice President



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, as may be applicable;

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 13. 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, delivery and performance of its obligations under this Agreement.

Section 14. 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

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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.

Section 15. 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 16. 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 17. 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 18. 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	:	PHIL. ECOLOGY SYSTEMS CORP. 2nd Floor R-II Building, 136 Malakas St., Diliman, Quezon City

Section 19. Effectivity. This Agreement shall be effective upon execution by the parties hereto.

Section 20. Miscellaneous Provisions.

- a. This Agreement, including the documents and/or agreements specifically incorporated herein by reference, constitutes the entire agreement between the parties.

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City Mayor

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Vice President



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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.


IN WITNESS WHEREOF the parties have hereunto set their hands to this Agreement on DEC 29 2022, at Quezon City, Philippines.

QUEZON CITY GOVERNMENT

PHIL. ECOLOGY SYSTEMS
CORP.


By:

By:


MA. JOSEFINA G. BELMONTE
City Mayor


REGINALD R. ROMERO
Vice President

SIGNED IN THE PRESENCE OF:


RUBY G. MANANGU
City Accountant



ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for QUEZON CITY, this DEC 29 2022, 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. REGINALD R. ROMERO, in his capacity as
the Vice President of PHIL. ECOLOGY SYSTEMS
CORP.

*Driver's License No. ND 1-13-609744
EXPIRY DATE - March 29, 2024*

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 seven (7) pages, including this page on which the acknowledgment is written.

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

Doc. No. 423;
Page No. 95;
Book No. F;
Series of 2022



[Signature]
ATTORNEY AT LAW

Notary Commission No. 2301052
RUE COMMERCE
PIRANA 2ND FLOOR
ISF GRANS 1211001102
MCLC Commission No. 1211001102
TEL: 8299261102
Address: 25 Matalino St., Bay, Cebu City, Philippines



Republic of the Philippines
PROCUREMENT DEPARTMENT
 Quezon City Government



PO Number **2301052**

Purchase Order Date: **DEC 29 2022**

Procuring Unit	: DEPARTMENT OF SANITATION AND CLEANUP WORKS OF QUEZON CITY	Project Number	:DSQC-23-SERVICES-0006
Company Name	: PHIL. ECOLOGY SYSTEMS CORP.	Mode of Procurement	:Public Bidding
Address	: 2nd Floor R-II Building, 136 Malakas St., Diliman, Quezon City	Resolution No.	:23-PB-037
Business Type	: Corporation Registration #A1997-21617	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 : Department of Sanitation and Cleanup Works of Quezon City
Delivery Schedule : Within One (1) Year Upon Issuance of Notice to Proceed
Payment Term : Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
1	<p>Scope of Work</p> <p>The following are the minimum activities to be undertaken for this Project:</p> <p>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 Department of Cleanup Works of Quezon City (DSQC);</p> <p>2.Transportation of equipment, materials and manpower for the operations of the city government, national government agencies (NGA) and/or private entities, as authorized by DSQC;</p> <p>3.Provision of vehicles to support other operations and activities as may be determined by DSQC.</p> <p>Area of Coverage/Service Areas</p> <p>The Project is to be implemented in the entire City or other areas based on the requirements of the Quezon City Government, as instructed by the DSQC.</p> <p>***with attached Terms of Reference which will form an integral part of this Purchase Order***</p> <p>***** Nothing Follows *****</p>	lot	1	45,493,320.00	45,493,320.00

Total Amount : 45,493,320.00

Total Amount In Words (Pesos): Forty-Five Million Four Hundred-Ninety-Three Thousand Three Hundred Twenty Pesos Only

MA. JOSEFINA G. BELMONTE
 City Mayor



REGINALD S. ROMERO 12-19-22
 Signature Over Printed Name of Supplier / Date

Funds Available:

RUBY G. MANANGU
 City Accountant

OBR : 100 - 2023 - 01 - 000 &

Approved Budget for the Contract : 45,952,920.00

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. AWARDEE 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 AWARDEE to comply with the same shall be a ground for cancellation of the award and purchase order issued to that AWARDEE and for re-awarding the item(s) to the ALTERNATE AWARDEE.
3. AWARDEE 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 AWARDEE. Thereafter, if the purchase order(s) remains unclaimed, the said purchase order(s) shall be sent by mailing or courier, messengerial service to the AWARDEE. To avoid delay in the delivery of the requesting end-user's requirement, all DEFAULTING AWARDEES shall be precluded from proposing or submitting a substitute sample.
4. Subject to the provisions of the preceding paragraph, where AWARDEE 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 AWARDEE 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 AWARDEE. 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 AWARDEE. Refusal by the DEFAULTING AWARDEE 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 RIRR.
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 JAN 0 1 2023 and to expire on - DEC 3 1 2023

CONFORME:

REGINALD R. JOYERO
SIGNATURE OVER PRINTED NAME

VICE PRESIDENT
IN THE CAPACITY OF

17-19-22
DATE

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

SUBSCRIBED AND SWORN to before me this DEC 29 2022 day of QUEZON CITY at QUEZON CITY, Philippines. Affiant personally known to me and were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiants exhibited to me his/her DRIVERS LICENCE with his/her photograph and signature appearing thereon with No. N61-13-009744.

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ATTY. ARL P. LIM
Notary Public for Quezon City
Notarial Commission: NP-176771921 to 12/31/22
Roll No. 65268
PTR No. 2140139, I-6324
IBP OR No. 189749
MCE Certificate No. 176771921
Address: 277 Malibon St., Baguio, Negros Occidental, Philippines

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