

Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

R. Profeta
Received by

8/10/22 1:06pm
Date & Time

CONTRACT OF SERVICES

ONE (1) – YEAR GARBAGE COLLECTION, TRANSPORT AND DISPOSAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract made this ____ day of _____ 2022 at _____, Philippines by and between:

CULTURAL CENTER OF THE PHILIPPINES, represented by its President, ARSENIO J. LIZASO, with principal office at the CCP Complex, Roxas Boulevard, Pasay City, 1003 Metro Manila, hereinafter referred to as the “**CCP**” (a copy of the Secretary’s Certificate dated 22 June 2017 is hereto attached and made an integral part hereof as Annex “A”);

-and-

IPM CONSTRUCTION & DEVELOPMENT CORPORATION, represented by its President, **ISABELITA P. MERCADO**, with principal office at Rm. 804, Ortigas Building, Meralco Avenue, Ortigas Center, Pasig City, hereinafter referred to as the “**SERVICE PROVIDER**”, (a copy of the Secretary’s Certificate dated February 09, 2022 is hereto attached and made an integral part hereof as Annex “B”);

WITNESSETH: That –

WHEREAS, the CCP invited bids for the One (1) –Year Garbage Collection, Transport and Disposal Services (a copy of the Terms of Reference is hereto attached and made an integral part hereof as Annex “C”);

WHEREAS, the Approved Budget for the Contract is Three Million Twenty Two Thousand Six Hundred Seventy Three Pesos and 47/100 (Php3,022,673.47);

WHEREAS, the SERVICE PROVIDER was the lone bidder and was found to be the Lowest Calculated Responsive Bid (LCRB) with a bid amount of Three Million Nineteen Thousand Four Hundred Seventy Seven Pesos and 32/100 (Php3,019,477.32) (a copy of the Price Proposal Form is hereto attached and made an integral part hereof as Annex “D”);

WHEREAS, through CCP Bids and Awards Committee Resolution No. 003-2022 dated March 18, 2022, the One (1)-Year Garbage Collection, Transport and Disposal Services was recommended to be awarded to the SERVICE PROVIDER (a copy of the CCP Bids and Awards Committee Resolution No. 003-2022 dated March 18, 2022 is hereto attached and made an integral part hereof as Annex “E”);

WHEREAS, the contract for the One (1)-Year Garbage Collection, Transport and Disposal Services was approved to be awarded to the SERVICE PROVIDER (a copy of the Notice of Award dated 22 March 2022 with the Conforme of the Service Provider on May 10, 2022 is hereto attached and made an integral part hereof as Annex “F”);

NOW THEREFORE, for and in consideration of the aforesaid premises, the CCP and the SERVICE PROVIDER agree as follows:

1. CONTRACT PRICE:

- a. The total contract price in consideration of the services to be provided by the SERVICE PROVIDER is Three Million Nineteen Thousand Four Hundred Seventy Seven Pesos and 32/100 (Php3,019,477.32) for one year, with a monthly payment of Two Hundred Fifty One Thousand Six Hundred Twenty Three Pesos and 11/100 (Php251,623.11) only, inclusive of Value Added Tax (VAT), subject to the applicable government accounting and auditing rules and regulations.
- b. Monthly payment shall be made upon the submission and acceptance of the monthly service report, Invoice, and Statement of Account.

2. TERM:

This Contract is effective for one (1) year, from the acceptance of the Notice to Proceed.

3. SCOPE OF WORK

- a. The SERVICE PROVIDER undertakes to dispatch daily (time to be agreed upon) and assume full responsibility to directly carry-out actual collection and clean-out (no left-over) of garbage from the designated collection points within the CCP Complex:
 1. CCP Main Building (South parking area)
 2. Folk Arts Theater Building (near Powerhouse)
 3. CCP Black Box Theater Building
 4. CCP Admin & Finance Building
- b. The SERVICE PROVIDER shall transport and dispose the collected garbage outside of the CCP Complex to an authorized landfill within or outside Metro Manila. Garbage for collection shall include residual wastes (non-biodegradable), food and garden wastes (biodegradable), tree cuttings. Likewise, the SERVICE PROVIDER shall collect construction debris, and theater stage set debris when the need arises upon verbal request, provided that CCP will provide the equipment or personnel to load unto the garbage truck.
- c. Collection and disposal of hazardous wastes such as used chemicals, paints, oils, batteries, busted bulbs is not included in the scope of work of the SERVICE PROVIDER. However, it is understood that collection and disposal of such wastes shall be undertaken by the SERVICE PROVIDER upon written request by CCP, subject to payment of corresponding fees/amount to be mutually agreed upon by CCP and the SERVICE PROVIDER.

4. OTHER CONTRACT DOCUMENTS:

The SERVICE PROVIDER agrees that additional contract documents or information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution, such as:

- a. Notice to Proceed
- b. Notice of Award

- c. Performance Bond/Security
 - d. Certificate of PhilGeps Registration
 - e. Tax Clearance
 - f. Latest Income Tax Return
 - g. Valid Business Permit
 - h. Terms of Reference
- shall likewise form part of this Contract.

5. DISPUTE RESOLUTION:

In case of a dispute arising out of this Contract, the CCP and the SERVICE PROVIDER shall endeavor, in good faith, to resolve the dispute through negotiations. In case such dispute remain unresolved after a reasonable time and a suit is filed, the exclusive venue shall be the appropriate court in Pasay City.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives on the date and the place above mentioned.


CULTURAL CENTER OF THE PHILIPPINES

By:


 ARSENIO J. LIZASO
 President

IPM CONSTRUCTION & DEVELOPMENT CORP.

By:


 ISABELITA P. MERCADO
 President

SIGNED IN THE PRESENCE OF:


 TERESA S. RANCES
 Department Manager III
 Administrative Services Department


 Joan Francisco

Within Budget:


 DENNIS P. LOPEZ
 Department Manager III
 Finance Services Department
 50242990 (08) P 2019, 477.32 Kw 7/20

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ACKNOWLEDGEMENT

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

BEFORE ME, personally appeared:

NAME	Identification Document	Date/Place of issue
ARSENIO J. LIZASO	Passport ID No. P3126934B	September 7, 2029

Known to me to be the same person who executed the foregoing CONTRACT and he acknowledged to me that the signature he affixed confirms his voluntary act and that of the entity he represents.

SIGNED AND SEALED on 09 AUG 2022, 2022 in QUEZON CITY.

Doc. No. 5
Page No. 2
Book No. 62
Series of 2022



ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2022
PTR No. 2442851 / January 3, 2022 Q.C
IBP No. 167802 / November 25, 2021 Q.C
Roll No. 30457 / 05-09-1980
MCLE VI-0030379 / 02-21-2020
ADM. MATTER No. NP-005 (2022-2023)
TIN NO. 131-942-754

ACKNOWLEDGEMENT

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

BEFORE ME, personally appeared:

NAME	Identification Document	Date/Place of issue
ISABELITA P. MERCADO		

Known to me to be the same person who executed the foregoing CONTRACT and she acknowledged to me that the signature she affixed confirms her voluntary act and that of the entity she represents.

SIGNED AND SEALED on 09 AUG 2022, 2022 in QUEZON CITY.

Doc. No. 6 ;
Page No. 3 ;
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Concepcion P. Villareña
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